



Vernay Laboratories, Inc.  
Corporate Headquarters  
P.O. Box 310  
Yellow Springs, Ohio  
45387-0310  
Phone: (513) 767-7261  
Fax: (513) 767-7913

Ms. Catherine Garypie  
Assistant Regional Counsel  
Office of Regional Council  
U.S. EPA  
77 West Jackson CM-3T  
Chicago, IL 60604

July 1, 1993

Dear Ms Garypie:

Enclosed are the affidavits and worksheets Requested for Information Pursuant to Section 104(e) of CERCLA for the Powell Road Landfill in Huber Heights, Ohio.

I can be reached at (513) 767-6200 if there is a need to contact me.

Sincerely,

William M. Bebko  
Director, Corporate Safety &  
Environment.

BEBKO A 0342102B LETTER1.PRL



**Vernay Laboratories, Inc.  
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45387-0310  
Phone: (513) 767-7261  
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#2 Affidavit per instruction #7

I certify that information provided relating to these Requests is based on my personal knowledge, or the personal knowledge of Vernay employees, agents, or their representatives.

Signed: *W. Behr*

Title: Director, Corporate Safety and Environmental Services.

Date: July 1, 1993

(TO BE NOTARIZED)

MARY K. SNYDER, Notary Public  
In and for the State of Ohio  
My Commission Expires Sept. 2, 1996



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#1 Affidavit per instruction #7

I certify that a diligent record search has been completed and that there has been a diligent interviewing process with all present and former employees who may have knowledge of the operations, hazardous substance use, storage, treatment, releases, spills, disposal or handling practices of the Respondent between January 1, 1959 and December 31, 1985.

Signed: Bill V. Legitsky  
Title: VICE PRESIDENT HUMAN RESOURCES  
Date: JULY 8, 1993

(TO BE NOTARIZED)

Marsha L. Ridenour July 8, 1993

MARSHA L. RIDENOUR, Notary Public  
In and for the State of Ohio  
My Commission Expires June 12, 1997

Worksheet #1 of 23

Completed by: William M. Bebko

Title: Dir. Corporate Safety & Environmental Services.

Date: 6/30/93

**REQUEST #1 - Identify all persons consulted in the preparation of the answers to these Information Requests.**

Must include full name, present or last known business address, name of that person's employer, a description of the last known employment position and job responsibility, a description of each employment position that person has held with Vernay including job responsibilities and the dates of such positions and responsibilities.

Mr. William M. Bebko

Director, Corporate Safety & Environmental Services

1959 through 1961 Rubber Chemist

1961 through 1969 Department Supervisor

1969 through 1979 Production Manager

1979 through 1983 Plant Manager

1983 through 1986 Facilities Manager

1986 through Today, Director, Corporate Safety & Environmental Services.

Mr. Barry Laprise:

Supervisor, Maintenance Department

Vernay Laboratories, Inc.

1981 through today.

Ms. Ann Mikesell

Purchasing Agent

Vernay Laboratories, Inc.

1955 through 1963

1964 through today.

Mr. Jim Hoffman

Receiving Clerk,

Vernay Laboratories, Inc.

1964 through 1977, Worker

1977 through today Receiving Clerk

Worksheet #2 of 23  
Completed by: William M. Bebko  
Title: (Same as Worksheet 1)  
Date: 6/30/93

**REQUEST #2 - Identify the source(s) of all documents consulted, examined, or referred to in the preparation of the answers to these Requests (e.g., particular persons, plants, divisions or departments).**

( Must include customary business description, its date, its number if any (invoice or purchase order number), the identity of the author, addressor, addressee and/or recipient, and the substance of the subject matter.

Contracts with the Village of Yellow Springs, Industrial Waste Disposal (IWD) and Koogler-Suburban Refuse Removal Co..

Contracts, and all other documents relating to the hauling of non-hazardous wastes from this facility are included. Manifests for the hazardous wastes are available if requested.

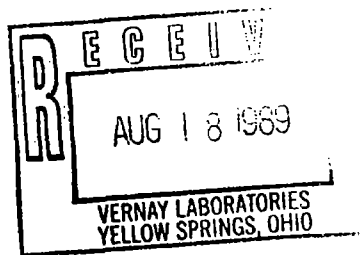
In addition, these people were contacted:

Mr. Kent Bristol  
Village Manager  
Village of Yellow Springs,  
Village Building  
Yellow Springs, Ohio 45387

Ms. Pam Brewer  
Koogler-Suburban  
1700 N. Broad Street  
Fairborn, Ohio 45324

Mr. Joe Manda  
Industrial Waste Disposal  
3975 Wagoner Ford Road  
Dayton, Ohio 45414

**Koogler-Suburban  
Refuse Removal Co.**  
4080 Industrial Lane  
Dayton, Ohio 45430  
(513) 426-6115



A Waste Management Company

Dear Customer,

I am sure you have read or heard about the trash disposal crisis which we are facing in our county and state.

Our state legislators are attempting to correct this situation with the enactment of House Bill 592. This Bill mandates each county to develop a 10 year plan for the disposal of your solid waste. This legislation also allows the state and counties to charge each hauler an additional disposal fee or tax. These collected fees are required to be used in the planning and implementation of the county's solid waste plan.

We have been notified that effective August 1, 1989, Koogler-Suburban is now required to begin paying a county disposal fee (tax). This fee is \$1.00 per ton in addition to the normal disposal charge.

Unfortunately, this increase leaves us no choice but to pass this fee (or tax) on to our customers. Therefore, effective September 1, 1989, your rate will be increased by \$.11 per loose container yard per pickup.

We apologize for this uncontrollable increase and hope you understand this is not an operational increase but a tax which we are being charged and have no choice but to pass it on to our customers.

Please call our office if you have additional questions.

Sincerely,

Thomas R. Koogler  
General Manager

Koogler - Suburban Refuse Removal Co.  
4080 Industrial Lane  
Dayton, Ohio 45430  
513/426-6115

SERVICE AGREEMENT  
NON-HAZARDOUS WASTES

CUSTOMER NUMBER 3000678

|   |                             |
|---|-----------------------------|
| CUSTOMER'S BILLING NAME<br>VERMAY LAB               |                             |
| CUSTOMER'S BILLING ADDRESS<br>875 DAYTON AVENUE     |                             |
| CITY, STATE, ZIP CODE<br>YELLOW SPRINGS, OHIO 45337 |                             |
| CUSTOMER CONTACTS<br>WILLIAM BEBKO                  | TELEPHONE NO.<br>1-767-7231 |
| SERVICE LOCATION                                    |                             |
| SERVICE ADDRESS<br>SAME                             | TELEPHONE NO.               |
| CITY, STATE, ZIP CODE                               |                             |
| BANK REFERENCE                                      | CONTACT                     |

|                |    |
|----------------|----|
| NEW ACCOUNT    | \$ |
| HOW OBTAINED   |    |
| CHANGE         | \$ |
| TYPE OF CHANGE |    |
| CANCEL         | \$ |
| REASON         |    |
| SHORT TERM     | \$ |
| CUSTOMER P.O.  |    |
| TELEPHONE NO.  |    |

CONTAINER SPECIFICATIONS

| 1 | 42 | X |  |  |  |  |  |  |
|---|----|---|--|--|--|--|--|--|
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|   |
|---|
| FREQUENCY OF SERVICE<br><input checked="" type="checkbox"/> ON CALL<br><input type="checkbox"/> PICK UPS PER WEEK |
| EFFECTIVE SERVICE DATE<br>6/1/89  |
| EFFECTIVE DISC. DATE  |
| <input checked="" type="checkbox"/> CUSTOMER OWNED<br><input type="checkbox"/> WMI OWNED                          |
| EQUIP. PROMISE DATE<br>P.U. DEL.  |
| DATE DELIVERED  |
| CONTRACT REVIEW DATE  |

|   |           |
|---|-----------|
| SCHEDULE OF CHARGES                         |           |
| SERVICE CHARGE PER MONTH                    | \$        |
| ADDITIONAL CHARGE PER YARD OVER CONT. SPEC. | \$ 90.00  |
| CONTAINER USE CHARGE                        | \$        |
| COMPACTOR USE CHARGE                        | \$        |
| SERVICE CHARGE PER YARD DISPOSAL            | \$        |
| LOAD SIZE 42YD                              | \$ 135.00 |
| OR SIZE                                     | \$        |
| LIFT SIZE                                   | \$        |
| SIZE  | \$        |
| *INDICATE COMPACTOR LOAD WITH A "C"         |           |
| PREVIOUS SVC                                | \$        |
| PRESENT SVC                                 | \$        |

|       | MON | TUE | WED | THUR | FRI | SAT | SUN | TOT |
|-------|-----|-----|-----|------|-----|-----|-----|-----|
| NEW   |     |     |     |      |     |     |     |     |
| OLD   |     |     |     |      |     |     |     |     |
| ROUTE |     |     |     |      |     |     |     |     |

|  |   |
|--|---|
| (OFFICE USE ONLY)                              |   |
| <input type="checkbox"/> S.M.                  | <input type="checkbox"/> TICKET PLATE   |
| <input type="checkbox"/> UPDATE STREET LISTING | <input type="checkbox"/> CUST. FILE     |
| <input type="checkbox"/> SALE SUMMARY          | <input type="checkbox"/> COMPACTOR FILE |
| <input type="checkbox"/> TICKET TAB            | <input type="checkbox"/> ROUTE CARD     |

SPECIAL INSTRUCTIONS

SERVICE 1-42 YARD COMPACTOR ON CALL - DISPOSAL LANDFILL

4-18

MISCELLANEOUS DATA FOR "640" - LINE 50

THE TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THE AGREEMENT.

CUSTOMER  
X *William Bebk*  
AUTHORIZED SIGNATURE  
X *William Bebk*  
TITLE  
DATE 7-12-89

CONTRACTOR  
*Mark A. Roeder*  
REPRESENTATIVE'S SIGNATURE  
TERRITORY NO.  
DATE 7-12-89

White - Office, Yellow - Customer, Pink - Delivery, Blue - Sales.

PAP B-520 WMNA-0038P (3/87)

CUSTOMER'S COPY

**TERM.** The term of this agreement shall be for a period of one year from the effective date of service, and shall be automatically renewed for like term thereafter unless either party shall give written notice of termination (Certified Mail) to the other party at least sixty (60) days prior to the termination of the initial term or any renewal term. In the event the Customer terminates this agreement other than as provided above, Customer shall pay to Contractor, as liquidated damages, a sum calculated as follows: (a) if the remaining term under this agreement is six or more months, Customer shall pay its most recent monthly charge multiplied by six; (b) if the remaining term under this agreement is less than six months, Customer shall pay its most recent charge multiplied by the number of months remaining in the term.

**WASTE MATERIALS.** Customer warrants that the waste or materials delivered to Contractor hereunder will not contain any hazardous, toxic or radioactive wastes or substances as defined by applicable federal, state, local or provincial laws or regulations. Customer acknowledges that he has read a one page document entitled "Contractor's Definition of Special Waste" (Form No. WWINA-0033AD dated 10/86) and warrants that the waste materials delivered to Contractor hereunder will not contain any special waste, as so defined, unless and except as specifically described in "Generator's Waste Material Profile Sheet" attached hereto. Contractor shall acquire title to the waste materials when loaded into Contractor's vehicles; provided however, that title to and liability for the waste materials excluded from this agreement above shall remain with Customer, and Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property or the environment arising out of breach of the warranty stated above. The warranties and indemnities contained herein shall survive the termination of this agreement.

**DEFINITION OF EQUIPMENT.** The term "equipment" as used herein shall mean all equipment furnished by Contractor in providing the services as specified on the face of this agreement. All equipment furnished by Contractor, which Customer has not purchased, shall remain the property of Contractor and Customer shall have no right, title or interest in the equipment.

**CUSTOMER'S RESPONSIBILITY FOR EQUIPMENT.** Customer shall be responsible for all loss or damage to the equipment, other than normal wear and tear and except for loss or damage resulting from Contractor's handling of the equipment when providing its services hereunder. Customer shall not overload or move the equipment, or make any alterations or improvements to the equipment and shall use the equipment only for the proper purposes for which it is intended. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment.

On collection day, Customer shall provide unobstructed access to the equipment. If the equipment is inaccessible, Customer will be notified, and any additional collection service or attempts to provide such service shall be charged as an "extra pick-up".

**CHARGES AND PAYMENT.** Customer shall pay Contractor for the services provided by Contractor in accordance with the Schedule of Charges shown on the face of this agreement.

Customer shall be liable for all taxes, fees or other charges imposed upon the disposal of Customer's waste materials by federal, state, local or provincial laws and regulations.

Payment shall be made by Customer within ten (10) days after receipt of an invoice from Contractor. In the event that any payment is not made when due, Contractor, at its sole option, may, at any time, terminate this agreement on notice to Customer and recover any equipment on the premises of Customer. Contractor may impose, and Customer agrees to pay, a late fee not to exceed the maximum rate allowed by applicable law for all past due payments.

**DISPOSAL AND FUEL COST INCREASES.** Since disposal charges and fuel costs are a significant portion of the cost of Contractor's services provided hereunder, Contractor may increase the unit price of the Schedule of Charges in an amount equal to any equivalent unit increase in disposal or fuel costs.

**OTHER ADJUSTMENTS TO SCHEDULE OF CHARGES.** The Schedule of Charges may be adjusted from time to time to reflect increases in the Consumer Price Index since the last adjustment (or since the date of execution of this agreement for the first adjustment). The Schedule of Charges may be adjusted for reasons other than increases in disposal or fuel costs or the Consumer Price Index, subject to approval by Customer.

**SPECIAL WASTE.** If this agreement pertains to Contractor's furnishing of services and equipment for "special waste," then the following additional terms and conditions shall apply:

Customer warrants that the special waste has the components and characteristics meeting the description contained in the "Generator's Waste Material Profile Sheet" attached hereto and made a part hereof.

In the event such special waste is later determined or defined to be hazardous, toxic or radioactive waste or if the disposal facility permitted to receive such special waste ceases operations or is later prohibited to receive such waste, then this agreement shall be subject to immediate termination by either party upon written notice to the other.

If manifests or shipping papers are required by law to accompany the special waste to the storage or disposal facility, Customer is responsible for preparing all manifests or papers in form and number required by law.

**PAVEMENT DAMAGE.** Contractor shall not be responsible for damage to Customer's pavement or other driving surface resulting from the weight of Contractor's vehicles servicing the equipment location designated by Customer.

**CHANGES.** Changes in the Schedule of Charges, frequency of collection service, number, capacity and type of equipment may be agreed to orally or in writing, by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

**ATTORNEY'S FEES.** In the event of a breach of this agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this agreement.

**ASSIGNMENT AND BENEFIT.** This agreement shall be binding on the parties and their successors and assigns.

**MISCELLANEOUS.** If any conflict or differences exist in this agreement between terms which are printed and those which are typed or written, the typed or written language shall govern.

1. **Special waste** means any waste, from a non-residential source, meeting any of the following descriptions:
  - a. A containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.)
  - b. A waste transported in a bulk tanker.
  - c. A liquid waste.
  - d. A sludge waste.
  - e. A waste from an industrial process.
  - f. A waste from a pollution control process.
  - g. Residue and debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in a. - f. or h.
  - h. Contaminated soil, water, residue, debris and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation or disposal of wastes listed in a. - g.
2. **"Miscellaneous Special Waste."** Any waste meeting the descriptions which follow is a "special waste," but is referred to as "miscellaneous special waste":
  - a. **Chemical waste from a laboratory.** (This is limited to discarded containers of laboratory chemicals, lab equipment, lab clothing, debris from lab spills or cleanup and floor sweepings).
  - b. **Articles, equipment and clothing containing or contaminated with poly-chlorinated biphenyls (PCB's).** (Examples would be: PCB capacitors or transformers, gloves or aprons from draining operations, empty drums that formerly held PCB's, etc. **Note:** PCB solids, semi-solids or liquids delivered in bulk or drums are not "miscellaneous special waste," but are "special waste.")
  - c. **"Empty" containers of waste commercial products or chemicals.** (This applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc. A container shall be determined "empty" according to the criteria specified at 40 C.F.R. §261.7).
  - d. **Asbestos containing waste from building demolition or cleaning.** (This applies to asbestos-bearing waste insulation materials, such as wall board, wall spray coverings, pipe insulation, etc. **Note:** asbestos-bearing industrial process waste is a "special waste," but not a "miscellaneous special waste.")
  - e. **Commercial products or chemicals: off-specification, outdated, contaminated or banned.** (This also includes products voluntarily removed from the market place by a manufacturer or distributor, in response to allegations of adverse health effects associated with product use.)
  - f. **Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste which would otherwise qualify as a miscellaneous special waste.** (**Note:** residue and debris from spills or releases not meeting this definition are "special waste" not "miscellaneous special waste.")
  - g. **Waste from a medical practitioner, hospital, medical clinic, nursing home, medical testing laboratory, mortuary, taxidermist, veterinarian, veterinary hospital or animal testing laboratory.** (This includes any waste produced at these facilities, except residue from incinerators, septic tank pumpings or wastewater treatment sludges which are all "special wastes," but not "miscellaneous special wastes." **Note:** discarded chemicals from the above facilities should be treated as "chemical waste from a laboratory," as provided in subsection 2.a. above.)
  - h. **Animal waste and parts from slaughterhouses or rendering plants.** (This excludes wastes from fur or leather products manufacturers, which are "special wastes.")
  - i. **Waste produced by the mechanical processing of fruit, vegetables or grain.** (This includes such wastes as rinds, hulls, husks, pods, shells, and chaff. Food processing wastes which are aqueous or sludges, or which have been contaminated with dyes, additives or preservatives are "special waste", but not "miscellaneous special waste").
  - j. **Pumpings from septic tanks used exclusively by dwelling units.** (Single family homes, duplexes, apartment buildings, hotels or motels).
  - k. **Sludge from a publicly owned sewage treatment plant serving primarily domestic users.** (i.e., with no substantial industrial or chemical influent).
  - l. **Grease trap wastes from residences, restaurants, or cafeterias not located at industrial facilities.**

Waste Streams listed  
on Survey Dated

7-17-85 Has Not  
changed. ~~Any Changes~~  
~~in~~ We Will Notify  
you of Any changes  
As They Occure.

Sirl

If you do not have to change  
anything this top part goes in the  
area under Pertinent Observations...  
below

Then send everything back  
to Kogler.

lee



# GENERATOR'S WASTE MATERIAL PROFILE SHEET MISCELLANEOUS SPECIAL WASTE



NER22

E, 9, 7, 4, 7, 4

INSTRUCTIONS FOR COMPLETING THIS FORM ARE FOUND ON THE OPPOSITE SIDE. RETURN THIS FORM AND ATTACHMENTS TO:

**A GENERAL INFORMATION**

GENERATOR NAME: Vernay Laboratories, Inc. TRANSPORTER: Koogler Suburban  
FACILITY ADDRESS: 875 Dayton Street TRANSPORTER PHONE: \_\_\_\_\_  
Yellow Springs, Ohio 45387 GENERATOR USEPA I.D. \_\_\_\_\_  
GENERATOR STATE I.D. \_\_\_\_\_  
TECHNICAL CONTACT: W. M. Bebko TITLE: Facilities Mgr. PHONE: 513-767-7261  
NAME OF WASTE: General Rubber Parts Manufacturing Waste  
PROCESS GENERATING WASTE: \_\_\_\_\_

**B CLASSIFICATION OF WASTE MATERIAL (FROM INSTRUCTIONS)**Solid Waste**DESCRIPTION OF MATERIAL (FOLLOW SUPPLEMENTAL INSTRUCTIONS)**

Paper products - all non-hazardous  
Wood skids, etc. - all non-hazardous  
Rubber waste - All non-hazardous and in solid form  
Sand & Glass particles - all non-hazardous  
Metal - non-hazardous  
Plastic - non-hazardous

ATTACHMENTS (INDICATE BELOW WHAT ATTACHMENTS — ANALYSIS, STUDIES, PRODUCT SPEC SHEETS, ETC. — ARE MADE):

**C SHIPPING INFORMATION**

METHOD OF SHIPMENT: ☐ BULK LIQUID ☐ BULK SOLID ☐ DRUM (TYPE/SIZE) \_\_\_\_\_  
ANTICIPATED VOLUME: \_\_\_\_\_ GALS. \_\_\_\_\_ CUBIC YDS. \_\_\_\_\_ OTHER \_\_\_\_\_  
PER: ☐ ONE TIME ☐ WEEK ☐ MONTH ☐ QUARTER ☐ YEAR ☐ \_\_\_\_\_

**GENERATOR CERTIFICATION. BY SIGNING THIS PROFILE SHEET, GENERATOR CERTIFIES THAT:**

- UNLESS CLEARLY STATED ABOVE OR IN THE ATTACHMENTS, THIS WASTE MATERIAL IS NOT A "HAZARDOUS WASTE" AS DEFINED BY EITHER USEPA (40 CFR PART 261) OR THE STATE WHICH THE WASTE IS NOW LOCATED.
- THE WASTE DOES NOT CONTAIN POLYCHLORINATED BIPHENYLS OR 2,3,7,8-TCDD, UNLESS CLEARLY NOTED.
- THIS SHEET AND ITS ATTACHMENTS CONTAIN TRUE AND ACCURATE DESCRIPTIONS OF THE WASTE MATERIAL, AND ALL RELEVANT INFORMATION IN THE POSSESSION OF GENERATOR HAS BEEN DISCLOSED.

NAME: W. M. Bebko SIGNATURE: W. M. Bebko  
TITLE: Facilities Manager DATE: 8-16-85

KOOGLER-SUBURBAN REFUSE REMOVAL CO.  
4080 INDUSTRIAL LANE  
DAYTON, OHIO 45430  
WASTE MANAGEMENT, INC.  
NORTHEAST REGION  
CUSTOMER SURVEY CHECKLIST

This form is to be used for PAP B-900 special waste identification

CUSTOMER: Veenay Laboratories  
ADDRESS: Dayton Street Yellow Springs Ohio  
CONTACT: Bill Basko TELEPHONE: 1-767-7261  
Appt. 7-17-85  
11:00

| Types of Special Waste Produced  | Quantity | Handling and Disposal Procedures |
|--|----------|----------------------------------|
| Paper, wood, Rubber  | 42 Yds   | Land Fill                        |
| Rubber Dust, Grinding stone Dust, Glass Dust, Plastic Dust, Sand Dust, |          | 50-A-2                           |
| <u>Liquid - Not Placed In Container</u>                                |          |                                  |
| Alkali Liquid, Petroleum oil, Solvents                                 |          |                                  |

PERTINENT OBSERVATIONS CONCERNING THIS OPERATION:

NS/NH

MISC SPEC

SPECIAL

HAZARDOUS

Alkali Liquid - Disposed of By Veenay Lab in A-1  
EPA Rules + Reg. / Petroleum oil & Solvents  
Disposed of By McKesson  
General Process Manufacturing Plant

Completed By: A. P. Ryan

Date: 7-17-85

cc: Special Waste File

GENERAL MANAGER

DATE

PROGRAM ADMINISTRATOR

KOOGLER-SUBURBAN REFUSE REMOVAL CO.  
 4080 INDUSTRIAL LANE  
 DAYTON, OHIO 45430  
 WASTE MANAGEMENT, INC.  
 NORTHEAST REGION  
 CUSTOMER SURVEY CHECKLIST

This form is to be used for PAP B-900 special waste identification

CUSTOMER: VERWAY LAB  
 ADDRESS: 875 Dayton Ave Yellow Springs Ohio  
 CONTACT: W.M. Beblo TELEPHONE: 1-767-7261

NO LIQUIDS CAN BE PLACED IN CONTAINER FOR DISPOSAL

| Types of Special Waste Produced | Quantity          | Handling and Disposal Procedures |
|---------------------------------|-------------------|----------------------------------|
|                                 | 42yd<br>Compactor | Land Fill                        |
|                                 |                   |                                  |
|                                 |                   |                                  |
|                                 |                   |                                  |

PERTINENT OBSERVATIONS CONCERNING THIS OPERATION:

NS/NH Waste material is listed on Survey of 7-17-85. It  
 MISC SPEC has not changed. We will notify you of any  
 SPECIAL changes as they occur  
 HAZARDOUS

Completed By: [Signature] Date: 4-30-86  
 cc: Special Waste File

GENERAL MANAGER \_\_\_\_\_ DATE \_\_\_\_\_ PROGRAM ADMINISTRATOR \_\_\_\_\_

**SERVICE AGREEMENT**  
NON-HAZARDOUS WASTES

CUSTOMER NUMBER 3000678

|  |               |
|--|---------------|
| CUSTOMER'S BILLING NAME<br><u>Vermy Laboratories</u> |               |
| CUSTOMER'S BILLING ADDRESS<br><u>875 Dayton Ave</u>  |               |
| CITY, STATE, ZIP CODE<br><u>Yellow Springs Oh</u>    |               |
| CUSTOMER CONTACTS<br><u>Cinda Mayhew</u>             | TELEPHONE NO. |
| SERVICE LOCATION                                     |               |
| SERVICE ADDRESS<br><u>same</u>                       | TELEPHONE NO. |
| CITY, STATE, ZIP CODE                                |               |
| BANK REFERENCE                                       | CONTACT       |

|                |    |
|----------------|----|
| NEW ACCOUNT    | \$ |
| HOW OBTAINED   |    |
| CHANGE         | \$ |
| TYPE OF CHANGE |    |
| CANCEL         | \$ |
| REASON         |    |
| SHORT TERM     | \$ |
| CUSTOMER P.O.  |    |
| TELEPHONE NO.  |    |

THIS IS A LEGALLY BINDING CONTRACT, AND CONTRACTOR AGREES TO PROVIDE AND CUSTOMER AGREES TO ACCEPT THE FOLLOWING SERVICES AND EQUIPMENT AT THE CHARGES AND FREQUENCY OF COLLECTION INDICATED BELOW SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ON THE REVERSE SIDE.

**CONTAINER SPECIFICATIONS**

| QUANTITY | CAPACITY (CU. YDS.) | OPEN     | CLOSED | FRONT | REAR | OTHER | CASTERS |
|----------|---------------------|----------|--------|-------|------|-------|---------|
| <u>1</u> | <u>30</u>           | <u>X</u> |        |       |      |       |         |
|          |                     |          |        |       |      |       |         |
|          |                     |          |        |       |      |       |         |
|          |                     |          |        |       |      |       |         |
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|          |                     |          |        |       |      |       |         |
|          |                     |          |        |       |      |       |         |
|          |                     |          |        |       |      |       |         |

**FREQUENCY OF SERVICE**

☒ ON CALL

☐ PICK UP(S) PER WEEK

EFFECTIVE SERVICE DATE

EFFECTIVE DISC. DATE

☐ CUSTOMER OWNED

☒ WMI OWNED

EQUIP. PROMISE DATE

P.U. DEL.

DATE DELIVERED  
6-30-87

CONTRACT REVIEW DATE

**SCHEDULE OF CHARGES**

SERVICE CHARGE PER MONTH \$

ADDITIONAL CHARGE PER YARD OVER CONT. SPEC. \$

CONTAINER USE CHARGE \$ -0-

COMPACTOR USE CHARGE \$

SERVICE CHARGE PER

☒ YARD Keep H. 2.95

☒ LOAD SIZE 30 YD \$ 135.00

OR SIZE \$

LIFT SIZE \$

SIZE

\*INDICATE COMPACTOR LOAD WITH A "C"

PREVIOUS SVC \$

PRESENT SVC \$

CONTAINER SHOP DEL. P.U.

**(OFFICE USE ONLY)**

☐ 640

☐ UPDATE STREET LISTING

☐ SALE SUMMARY

☐ TICKET TAB

☐ TICKET PLATE

☐ CUST. FILE

☐ COMPACTOR FILE

☐ ROUTE CARD

**SPECIAL INSTRUCTIONS**

Deliver 1-30 yard set same as before for chert rubber

Del H60  
Keep Trum.  
4-1P

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| MISCELLANEOUS DATA FOR "640" - LINE 60 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

THE TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THE AGREEMENT.

**CUSTOMER**

[Signature]  
AUTHORIZED SIGNATURE

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**CONTRACTOR**

[Signature]  
REPRESENTATIVE'S SIGNATURE

TERRITORY NO. \_\_\_\_\_ DATE 6-30-87

1. **"Special Waste"** means any waste, from a non-residential source, meeting any of the following descriptions:
  - a. A containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.)
  - b. A waste transported in a bulk tanker.
  - c. A liquid waste.
  - d. A sludge waste.
  - e. A waste from an industrial process.
  - f. A waste from a pollution control process.
  - g. Residue and debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in a. - f. or h.
  - h. Contaminated soil, water, residue, debris and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation or disposal of wastes listed in a. - g.
2. **"Miscellaneous Special Waste."** Any waste meeting the descriptions which follow is a "special waste," but is referred to as "miscellaneous special waste":
  - a. **Chemical waste from a laboratory.** (This is limited to discarded containers of laboratory chemicals, lab equipment, lab clothing, debris from lab spills or cleanup and floor sweepings).
  - b. **Articles, equipment and clothing containing or contaminated with poly-chlorinated biphenyls (PCB's).** (Examples would be: PCB capacitors or transformers, gloves or aprons from draining operations, empty drums that formerly held PCB's, etc. **Note:** PCB solids, semi-solids or liquids delivered in bulk or drums are not "miscellaneous special waste," but are "special waste.")
  - c. **"Empty" containers of waste commercial products or chemicals.** (This applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc. A container shall be determined "empty" according to the criteria specified at 40 C.F.R. §261.7).
  - d. **Asbestos containing waste from building demolition or cleaning.** (This applies to asbestos-bearing waste insulation materials, such as wall board, wall spray coverings, pipe insulation, etc. **Note:** asbestos-bearing industrial process waste is a "special waste," but not a "miscellaneous special waste.")
  - e. **Commercial products or chemicals: off-specification, outdated, contaminated or banned.** (This also includes products voluntarily removed from the market place by a manufacturer or distributor, in response to allegations of adverse health effects associated with product use.)
  - f. **Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste which would otherwise qualify as a miscellaneous special waste.** (**Note:** residue and debris from spills or releases not meeting this definition are "special waste" not "miscellaneous special waste.")
  - g. **Waste from a medical practitioner, hospital, medical clinic, nursing home, medical testing laboratory, mortuary, taxidermist, veterinarian, veterinary hospital or animal testing laboratory.** (This includes any waste produced at these facilities, except residue from incinerators, septic tank pumpings or wastewater treatment sludges which are all "special wastes," but not "miscellaneous special wastes." **Note:** discarded chemicals from the above facilities should be treated as "chemical waste from a laboratory," as provided in subsection 2.a. above.)
  - h. **Animal waste and parts from slaughterhouses or rendering plants.** (This excludes wastes from food or other products manufacturers, which are "special wastes.")
  - i. **Waste produced by the mechanical processing of fruit, vegetables or grain.** (This includes such wastes as rinds, hulls, husks, pods, shells, and chaff. Food processing wastes which are aqueous or sludges, or which have been contaminated with dyes, additives or preservatives are "special waste", but not "miscellaneous special waste").
  - j. **Pumpings from septic tanks used exclusively by dwelling units.** (Single family homes, duplexes, apartment buildings, hotels or motels).
  - k. **Sludge from a publicly owned sewage treatment plant serving primarily domestic users.** (i.e., with no substantial industrial or chemical influent).
  - l. **Grease trap wastes from residences, restaurants, or cafeterias not located at industrial facilities.**

CUSTOMER'S COPY

4080 Industrial Lane  
Dayton, Ohio 45430  
513/426 6115

SERVICE AGREEMENT  
NON-HAZARDOUS WASTES

CUSTOMER  
NUMBER **3000678**

|  |               |
|--|---------------|
| CUSTOMER'S BILLING NAME<br><b>Vernay Lab</b>         |               |
| CUSTOMER'S BILLING ADDRESS<br><b>875 Dayton Ave</b>  |               |
| CITY, STATE, ZIP CODE<br><b>Yellow Springs 45387</b> |               |
| CUSTOMER CONTACTS                                    | TELEPHONE NO. |
| SERVICE LOCATION                                     |               |
| SERVICE ADDRESS                                      | TELEPHONE NO. |
| CITY, STATE, ZIP CODE                                |               |
| BANK REFERENCE                                       | CONTACT       |

|                |    |
|----------------|----|
| NEW ACCOUNT    | \$ |
| HOW OBTAINED   |    |
| CHANGE         | \$ |
| TYPE OF CHANGE |    |
| CANCEL         | \$ |
| REASON         |    |
| SHORT TERM     | \$ |
| CUSTOMER P.O.  |    |
| TELEPHONE NO.  |    |

THIS IS A LEGALLY BINDING CONTRACT. AND CONTRACTOR AGREES TO PROVIDE AND CUSTOMER AGREES TO ACCEPT THE FOLLOWING SERVICES AND EQUIPMENT AT THE CHARGES AND FREQUENCY OF COLLECTION INDICATED BELOW SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ON THE REVERSE SIDE

CONTAINER SPECIFICATIONS

| QUANTITY | CAPACITY (CU. YDS.) | OPEN | CLOSED | FRONT | REAR | OTHER | CASTERS |
|----------|---------------------|------|--------|-------|------|-------|---------|
| 1        | 42                  |      | ✓      |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |

FREQUENCY OF SERVICE

☒ ON CALL

☐ PICK UP(S) PER WEEK

EFFECTIVE SERVICE DATE

**1-1-85**

EFFECTIVE DISC. DATE

☒ CUSTOMER OWNED

☒ WMI OWNED

EQUIP. PROMISE DATE

P.U. DEL.

DATE DELIVERED

CONTRACT REVIEW DATE

SCHEDULE OF CHARGES

SERVICE CHARGE PER MONTH \$ **135.00**

ADDITIONAL CHARGE PER YARD OVER CONT. SPEC. \$

CONTAINER USE CHARGE \$ **90.00**

COMPACTOR USE CHARGE \$ **-0-**

SERVICE CHARGE PER

☒ YARD **Plus Disposal**

☐ LOAD SIZE \$

OR SIZE \$

LIFT SIZE \$

SIZE \$

\*INDICATE COMPACTOR LOAD WITH A "C"

PREVIOUS SVC \$

PRESENT SVC \$

(OFFICE USE ONLY)

- |  |   |
|--|---|
| <input type="checkbox"/> 640                   | <input type="checkbox"/> TICKET PLATE   |
| <input type="checkbox"/> UPDATE STREET LISTING | <input type="checkbox"/> COST. FILE     |
| <input type="checkbox"/> SALE SUMMARY          | <input type="checkbox"/> COMPACTOR FILE |
| <input type="checkbox"/> TICKET TAB            | <input type="checkbox"/> ROUTE CARD     |

SPECIAL INSTRUCTIONS

**Rate changes eff 1-1-85**  
**Disposal Site - Landfill**

MISCELLANEOUS DATA FOR  
"640" LINE 50

THE TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THE AGREEMENT

CUSTOMER

AUTHORIZED SIGNATURE

**Joe Mgr**  
TITLE

DATE

**11-29-84**

CONTRACTOR

REPRESENTATIVE'S SIGNATURE

TERRITORY NO.

DATE

**11-29-84**

## KOOGLER - SUBURBAN REFUSE REMOVAL CO.

4090 Industrial Lane

Dayton, Ohio 45430

513/425-6115

SERVICE AGREEMENT  
NON-HAZARDOUS WASTESCUSTOMER  
NUMBER 3000678

CUSTOMER'S BILLING NAME

Vernay Laboratories

CUSTOMER'S BILLING ADDRESS

875 Dayton Avenue

CITY, STATE, ZIP CODE

Yellow Springs, Ohio 45387

CUSTOMER CONTACTS

TELEPHONE NO.

SERVICE LOCATION

SERVICE ADDRESS

TELEPHONE NO.

CITY, STATE, ZIP CODE

Same

BANK REFERENCE

CONTACT

CUSTOMER P.O.

TELEPHONE NO.

THIS IS A LEGALLY BINDING CONTRACT AND CONTRACTOR AGREES TO PROVIDE AND CUSTOMER AGREES TO ACCEPT THE FOLLOWING SERVICES AND EQUIPMENT AT THE CHARGES AND FREQUENCY OF COLLECTION INDICATED BELOW SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ON THE REVERSE SIDE.

## CONTAINER SPECIFICATIONS

| QUANTITY | CAPACITY (CU. YDS.) | OPEN | FRONT | REAR | OTHER | CASTERS |
|----------|---------------------|------|-------|------|-------|---------|
| 1        | 42 Yd. Compactor    |      |       |      |       |         |
|          |                     |      |       |      |       |         |
|          |                     |      |       |      |       |         |
|          |                     |      |       |      |       |         |
|          |                     |      |       |      |       |         |
|          |                     |      |       |      |       |         |
|          |                     |      |       |      |       |         |
|          |                     |      |       |      |       |         |
|          |                     |      |       |      |       |         |
|          |                     |      |       |      |       |         |

## FREQUENCY OF SERVICE

☒ ON CALL☐ PICK UP(S)  
PER WEEK

EFFECTIVE SERVICE DATE

EFFECTIVE DISC. DATE

☐ CUSTOMER OWNED☐ WMI OWNED

EQUIP. PROMISE DATE

P.U. DEL.

DATE DELIVERED

CONTRACT REVIEW DATE

## SCHEDULE OF CHARGES

SERVICE CHARGE PER MONTH 171.00

ADDITIONAL CHARGE PER  
YARD OVER CONT. SPEC. \$

CONTAINER USE CHARGE \$

COMPACTOR USE CHARGE \$

## SERVICE CHARGE PER

☐ YARD \$☐ LOAD SIZE \$

OR SIZE \$

LIFT SIZE \$

SIZE \$

\*INDICATE COMPACTOR LOAD WITH A "C"

PREVIOUS SVC \$

PRESENT SVC \$

CONTAINER SHOP  
DEL. P.U.SERVICE  
DATA

| SITE  | MON | TUE | WED | THUR | FRI | SAT | SUN | TOT |
|-------|-----|-----|-----|------|-----|-----|-----|-----|
| NEW   |     |     |     |      |     |     |     |     |
| OLD   |     |     |     |      |     |     |     |     |
| ROUTE |     |     |     |      |     |     |     |     |

CHECK  
LIST☐ 640☐ UPDATE☐ STREET LISTING☐ SALE SUMMARY☐ TICKET TAB

## (OFFICE USE ONLY)

☐ TICKET PLATE☐ CUST. FILE☐ COMPACTOR FILE☐ ROUTE CARD

## SPECIAL INSTRUCTIONS

FIRST IN SERVICE

MISCELLANEOUS DATA FOR  
640 LINE 60

THE TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THE AGREEMENT.

CUSTOMER

CONTRACTOR

AUTHORIZED SIGNATURE

REPRESENTATIVE'S SIGNATURE

TITLE

DATE

TERRITORY NO.

DATE

White - Office, Yellow - Customer, Pink - Delivery, Blue - Sales

WM 0038A

CUSTOMER'S COPY

4080 Industrial Lane  
Dayton, Ohio 45430  
513/426-6115

SERVICE AGREEMENT  
NON-HAZARDOUS WASTES

|   |               |
|---|---------------|
| CUSTOMER'S BILLING NAME<br>Vernay Laboratories, Inc |               |
| CUSTOMER'S BILLING ADDRESS<br>P.O. Box 310          |               |
| CITY, STATE, ZIP CODE<br>Yellow Springs, Ohio 45387 |               |
| CUSTOMER CONTACTS                                   | TELEPHONE NO. |
| SERVICE LOCATION                                    |               |
| SERVICE ADDRESS<br>116 East College St.             | TELEPHONE NO. |
| CITY, STATE, ZIP CODE<br>Yellow Springs, Ohio       |               |
| BANK REFERENCE                                      | CONTACT       |

|  |               |
|--|---------------|
| CUSTOMER NUMBER                            |               |
| NEW ACCOUNT                                | \$            |
| HOW OBTAINED                               |               |
| <input checked="" type="checkbox"/> CHANGE | \$ 74.70      |
| TYPE OF CHANGE                             | Rate Increase |
| <input type="checkbox"/> CANCEL            | \$            |
| REASON                                     |               |
| <input type="checkbox"/> SHORT TERM        | \$            |

|               |
|---------------|
| CUSTOMER P.O. |
| TELEPHONE NO. |

THIS IS A LEGALLY-BINDING CONTRACT, AND CONTRACTOR AGREES TO PROVIDE AND CUSTOMER AGREES TO ACCEPT THE FOLLOWING SERVICES AND EQUIPMENT AT THE CHARGES AND FREQUENCY OF COLLECTION INDICATED BELOW SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ON THE REVERSE SIDE.

CONTAINER SPECIFICATIONS

| QUANTITY | CAPACITY (CU. YDS.) | OPEN | CLOSED | FRONT | REAR | OTHER | CASTERS |
|----------|---------------------|------|--------|-------|------|-------|---------|
| 1        | 3                   |      |        | X     |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |

FREQUENCY OF SERVICE

- ☐ ON CALL  
☒ 2 PICK UP(S) PER WEEK

EFFECTIVE SERVICE DATE  
5-1-84

EFFECTIVE DISC. DATE

- ☐ CUSTOMER OWNED  
☐ WMI OWNED

EQUIP. PROMISE DATE  
P.U. DEL.  
DATE DELIVERED

CONTRACT REVIEW DATE

SCHEDULE OF CHARGES

SERVICE CHARGE PER MONTH \$ 77.70

ADDITIONAL CHARGE PER YARD OVER CONT. SPEC. \$  
CONTAINER USE CHARGE \$  
COMPACTOR USE CHARGE \$

SERVICE CHARGE PER

☐ YARD \$  
☐ LOAD SIZE \$  
OR SIZE \$  
LIFT SIZE \$  
SIZE \$

\*INDICATE COMPACTOR LOAD WITH A "C"

PREVIOUS SVC \$  
PRESENT SVC \$

(OFFICE USE ONLY)

- |  |   |
|--|---|
| <input type="checkbox"/> 640                   | <input type="checkbox"/> TICKET PLATE   |
| <input type="checkbox"/> UPDATE STREET LISTING | <input type="checkbox"/> CUST. FILE     |
| <input type="checkbox"/> SALE SUMMARY          | <input type="checkbox"/> COMPACTOR FILE |
| <input type="checkbox"/> TICKET TAB            | <input type="checkbox"/> ROUTE CARD     |

|       | MON | TUE | WED | THUR | FRI | SAT | SUN | TOT |
|-------|-----|-----|-----|------|-----|-----|-----|-----|
| NEW   |     |     |     |      |     |     |     |     |
| OLD   |     |     |     |      |     |     |     |     |
| ROUTE |     |     |     |      |     |     |     |     |

SPECIAL INSTRUCTIONS

Service on 1 - 3 Yd.

Rate Increase from \$74.70 to \$77.70

4-26

MISCELLANEOUS DATA FOR  
"640" - LINE 50

THE TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THE AGREEMENT.

CUSTOMER  
X *[Signature]*  
AUTHORIZED SIGNATURE  
X *[Signature]*  
TITLE  
X 3-19-84  
DATE

CONTRACTOR  
X *[Signature]*  
REPRESENTATIVE'S SIGNATURE  
TERRITORY NO.  
X 3-19-84  
DATE

# KOOGLER SUBURBAN REFUSE REMOVAL CO.

4080 Industrial Lane  
Dayton, Ohio 45430  
513/426-6115

## SERVICE AGREEMENT NON-HAZARDOUS WASTES

CUSTOMER NUMBER 3000678

|  |               |
|--|---------------|
| CUSTOMER'S BILLING NAME<br><u>VERNAV LAB.</u>              |               |
| CUSTOMER'S BILLING ADDRESS<br><u>875 Dayton Ave.</u>       |               |
| CITY, STATE, ZIP CODE<br><u>Yellow Springs, Ohio 45387</u> |               |
| CUSTOMER CONTACTS  | TELEPHONE NO. |
| SERVICE LOCATION   |               |
| SERVICE ADDRESS  | TELEPHONE NO. |
| CITY, STATE, ZIP CODE                                      |               |
| BANK REFERENCE   | CONTACT       |

|  |                  |
|--|------------------|
| NEW ACCOUNT                                | \$               |
| HOW OBTAINED                               |                  |
| <input checked="" type="checkbox"/> CHANGE | \$ <u>154.00</u> |
| TYPE OF CHANGE                             | <u>per pull</u>  |
| CANCEL                                     | \$               |
| REASON                                     |                  |
| SHORT TERM                                 | \$               |
| CUSTOMER P.O.                              |                  |
| TELEPHONE NO.                              |                  |

THIS IS A LEGALLY BINDING CONTRACT, AND CONTRACTOR AGREES TO PROVIDE AND CUSTOMER AGREES TO ACCEPT THE FOLLOWING SERVICES AND EQUIPMENT AT THE CHARGES AND FREQUENCY OF COLLECTION INDICATED BELOW SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ON THE REVERSE SIDE.

### CONTAINER SPECIFICATIONS

| QUANTITY | CAPACITY (CU. YDS.) | OPEN | CLOSED | FRONT | REAR | OTHER | CASTERS |
|----------|---------------------|------|--------|-------|------|-------|---------|
| 1        | 42yd                |      | X      |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |

### FREQUENCY OF SERVICE

☐ ON CALL

☐ PICK UP(S) PER WEEK

EFFECTIVE SERVICE DATE \_\_\_\_\_

EFFECTIVE DISC. DATE \_\_\_\_\_

☐ CUSTOMER OWNED  
☐ WMI OWNED

EQUIP. PROMISE DATE  
P.U. \_\_\_\_\_ DEL. \_\_\_\_\_

DATE DELIVERED \_\_\_\_\_

CONTRACT REVIEW DATE \_\_\_\_\_

### SCHEDULE OF CHARGES

SERVICE CHARGE PER MONTH \$ pull 159.00

ADDITIONAL CHARGE PER YARD OVER CONT. SPEC. \$ \_\_\_\_\_

CONTAINER USE CHARGE \$ \_\_\_\_\_

COMPACTOR USE CHARGE \$ \_\_\_\_\_

SERVICE CHARGE PER

☐ YARD \$ \_\_\_\_\_

☐ LOAD SIZE \$ \_\_\_\_\_  
OR SIZE \$ \_\_\_\_\_  
LIFT SIZE \$ \_\_\_\_\_  
SIZE \$ \_\_\_\_\_

\*INDICATE COMPACTOR LOAD WITH A "C"

PREVIOUS SVC \$ \_\_\_\_\_

PRESENT SVC \$ \_\_\_\_\_

|       | MON | TUE | WED | THUR | FRI | SAT | SUN | TOT |
|-------|-----|-----|-----|------|-----|-----|-----|-----|
| NEW   |     |     |     |      |     |     |     |     |
| OLD   |     |     |     |      |     |     |     |     |
| ROUTE |     |     |     |      |     |     |     |     |

(OFFICE USE ONLY)

☐ 640 ☐ TICKET PLATE ☐

☐ UPDATE STREET LISTING ☐ CUST. FILE ☐

☐ SALE SUMMARY ☐ COMPACTOR FILE ☐

☐ TICKET TAB ☐ ROUTE CARD ☐

### SPECIAL INSTRUCTIONS

rate increase due to operating costs.  
of \$5.00 per pull.

effective 3-1-83.

MISCELLANEOUS DATA FOR "640" - LINE 50

THE TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THE AGREEMENT.

CUSTOMER  
Kim Belk  
AUTHORIZED SIGNATURE  
Facilities Mgr  
TITLE  
DATE 2/3/83

CONTRACTOR  
Alvin P. Dennis  
REPRESENTATIVE SIGNATURE  
DATE 2-3-83



Koogler Suburban Refuse Removal Co.  
4080 Industrial Lane  
Dayton, OH 45430  
(513) 426-4115

subsidiary of

WASTE RESOURCES CORPORATION

☒ NEW ACCT.

☐ PERM.

☐ TEMP.

No. 11060

STARTING DATE

☐ CHANGE

☐ CONTAINER  
REPLACEMENT

☐ CANCEL - LAST DATE OF  
SERVICE

|  |                      |                 |  |
|--|----------------------|-----------------|--|
| CUST. NAME <u>VERWAY Lab.</u>              |                      | BILL TO         |  |
| SERVICE ADDRESS <u>875 Dayton Ave</u>      |                      | BILLING ADDRESS |  |
| CITY STATE ZIP <u>Yellow Springs 45387</u> |                      | CITY STATE ZIP  |  |
| SERVICE CONTACT NAME <u>John. Benz</u>     | PAYMENT CONTACT NAME |                 |  |
| PHONE # <u>513-767-7261</u>                | PHONE #              |                 |  |

Contractor agrees to provide the following service and equipment at the frequency of collection indicated.  
Customer agrees to accept this service at the prices indicated in the schedule of charges provided below in accordance with the terms and conditions specified on the reverse side of this form.

The terms and conditions on the reverse side are part of this Agreement:

CUSTOMER

CONTRACTOR

AUTHORIZED SIGNATURE:

*[Signature]*

AUTHORIZED SIGNATURE:

*[Signature]*

TITLE:

DATE:

TITLE:

DATE:

ROLL OFF SERVICE RATES

DELIVERY CHARGE . . . . . \$  
CHARGE PER PICK-UP . . . . . 70.00  
DISPOSAL CHARGE per PICK-UP . . . . . 84.00  
MONTHLY SERVICE CHARGE . . . . . 90.00

ROLL OFF CONTAINERS REQUIRED

| QUANTITY | CAPACITY  | CLOSED | OPEN | OPEN (Describe) | ESTIMATED NUMBER OF PICK-UPS/MONTH |
|----------|-----------|--------|------|-----------------|------------------------------------|
| <u>1</u> | <u>42</u> |        |      |                 | <u>CALL IN.</u>                    |

FRONT LOAD SERVICE RATES

DELIVERY CHARGE . . . . . \$  
MONTHLY PICK-UP CHARGE . . . . .  
MONTHLY SERVICE CHARGE . . . . .  
TOTAL MONTHLY CHARGE . . . . .

FRONT LOAD CONTAINERS REQUIRED

| QUANTITY | CAPACITY | CASTERS | OTHER (Describe) | ESTIMATED NUMBER OF PICK-UPS/MONTH |
|----------|----------|---------|------------------|------------------------------------|
|          |          |         |                  |                                    |

SPECIAL INSTRUCTIONS:

CONTAINERS TO BE DELIVERED ON OR BEFORE

(DATE)

See on 1-421st  
Compaction Ltr  
1 yr Period

Dear Customer,

Thank you for your order, it is greatly appreciated.

If we can be of additional service, do not hesitate to call on us.

*[Signature]*  
Manager

Wilfredo  
Asbestos walls ARE OK  
To Throw Into Containers  
They Do Not Pose Any  
Problem The Driver  
Has been Notified To  
Take All Asbestos Wall  
Material. Please Sign  
The Service Agreement  
on the Container and  
Send Me the White  
Copy Back Thank  
you

4040 Industrial Lane  
Dayton, Ohio 45430  
513/425-7115

# SERVICE AGREEMENT NON-HAZARDOUS WASTES

CUSTOMER  
NUMBER 12-30003-790222

|   |               |
|---|---------------|
| CUSTOMER'S BILLING NAME<br>WINDY LAB                |               |
| CUSTOMER'S BILLING ADDRESS<br>475 DAYTON AVENUE     |               |
| CITY, STATE, ZIP CODE<br>YELLOW SPRINGS, OHIO 45387 |               |
| CUSTOMER CONTACTS                                   | TELEPHONE NO. |
| SERVICE LOCATION<br>SAME                            |               |
| SERVICE ADDRESS                                     | TELEPHONE NO. |
| CITY, STATE, ZIP CODE                               |               |
| BANK REFERENCE                                      | CONTACT       |

|                |    |
|----------------|----|
| NEW ACCOUNT    | \$ |
| HOW OBTAINED   |    |
| CHANGE         | \$ |
| TYPE OF CHANGE |    |
| CANCEL         | \$ |
| REASON         |    |
| SHORT TERM     | \$ |
| CUSTOMER P.O.  |    |
| TELEPHONE NO.  |    |

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## CONTAINER SPECIFICATIONS

| QUANTITY | CAPACITY (CU. YDS.) | OPEN | CLOSED | FRONT | REAR | OTHER | CASTERS |
|----------|---------------------|------|--------|-------|------|-------|---------|
| 1        | 42                  |      | X      |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |
|          |                     |      |        |       |      |       |         |

### FREQUENCY OF SERVICE

☒ ON CALL  
☐ PICK UP(S) PER WEEK  
 EFFECTIVE SERVICE DATE  
 EFFECTIVE DISC. DATE  
☐ CUSTOMER OWNED  
☐ WMI OWNED  
 EQUIP. PROMISE DATE  
 P.U. DEL.  
 DATE DELIVERED  
 CONTRACT REVIEW DATE

### SCHEDULE OF CHARGES

SERVICE CHARGE PER MONTH \$  
 ADDITIONAL CHARGE PER YARD OVER CONT. SPEC. \$  
 CONTAINER USE CHARGE \$  
 COMPACTOR USE CHARGE \$  
 SERVICE CHARGE PER  
☐ YARD \$  
☒ LOAD SIZE \$135.00  
 OR SIZE \$  
 LIFT SIZE \$  
 SIZE \$  
 \*INDICATE COMPACTOR LOAD WITH A "C"  
 PREVIOUS SVC \$  
 PRESENT SVC \$

CONTAINER SHOWN DEL. P.U.

ADDITIONAL SERVICE AREA FOR WASTE DISPOSAL

|       | MON | TUE | WED | THUR | FRI | SAT | SUN | TOT |
|-------|-----|-----|-----|------|-----|-----|-----|-----|
| NEW   |     |     |     |      |     |     |     |     |
| OLD   |     |     |     |      |     |     |     |     |
| ROUTE |     |     |     |      |     |     |     |     |

ADDITIONAL SERVICE AREA FOR WASTE DISPOSAL

(OFFICE USE ONLY)  
☐ 640  
☐ UPDATE STREET LISTING  
☐ SALE SUMMARY  
☐ TICKET TAB  
☐ TICKET PLATE  
☐ CUST. FILE  
☐ COMPACTOR FILE  
☐ ROUTE CARD

### SPECIAL INSTRUCTIONS

SERVICE 1-42 YARD COMPACTOR  
 DISPOSAL SITE IS TWENTY CITY LANDFILL

MISCELLANEOUS DATA FOR "640" LINE 50

THE TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THE AGREEMENT.

CUSTOMER

CONTRACTOR

AUTHORIZED SIGNATURE

REPRESENTATIVE'S SIGNATURE

TITLE

DATE

TERRITORY NO.

DATE



# INDUSTRIAL WASTE DISPOSAL CO., INC.

INDUSTRIAL WASTE  
DISPOSAL COMPANY, INC.  
3112 SNYDER-DOMER ROAD  
SPRINGFIELD, OHIO 45502

Phone: 969-8344

SEPTEMBER 1, 1971

PROSPAL FOR  
STATIONARY PACKER  
SYSTEM FOR:

JOHN KAKEHASHI  
VERNAY LABORATORIES, INC.  
116 EAST SOUTH COLLEGE ST.  
YELLOW SPRINGS, OHIO 45387

BY: GALE E. WEBSTER  
INDUSTRIAL WASTE DISPOSAL CO.  
3112 SNYDER-DOMER RD.  
SPRINGFIELD, OHIO 45502

**GENTLEMEN:**

WE ARE PLEASED TO SUBMIT, FOR YOUR CONSIDERATION, OUR PROPOSAL FOR ONE COMPLETE STATIONARY PACKER REFUSE REMOVAL SYSTEM, WHICH, AS DESIGNED WOULD AFFORD YOU THE MOST ECONOMICAL, SAFE AND CLEAN METHOD OF DISPOSING OF ALL YOUR MIXED COMPACTIBLE TRASH. THIS WOULD INCLUDE ALL SOLID WASTE CURRENTLY GENERATED.

THIS SYSTEM WILL HANDLE ALL GARBAGE, PAPER, CARDBOARD AND OTHER MATERIAL REFERRED TO AS OVERALL PLANT RUBBISH.

**SERVICE INCLUDES:**

THE FURNISHING OF ALL NECESSARY EQUIPMENT LISTED IN THE FOLLOWING PAGES, ALL NORMAL MAINTENANCE AND INSTALLATION AS OUTLINED AND HAULING OF COMPACTED LOADS.

### SUPPLEMENTAL DATA INFORMATION

ALL WORK PERFORMED BY SERVICING PERSONNEL WILL BE COVERED BY WORKMEN'S COMPENSATION, AND ALL EQUIPMENT ALLIED WITH THE STATIONARY COMPACTOR SYSTEM SHALL CARRY PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE IN THE AMOUNTS OF \$500,000.00 and \$500,000.00. INDUSTRIAL WASTE DISPOSAL COMPANY AGREES TO INDEMNIFY AND PROTECT VERNAY LAB., INC. AGAINST ALL LIABILITIES, CLAIMS, OR DEMANDS FOR INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY GROWING OUT OF THE PERFORMANCE OF THIS CONTRACT, BASED ON NEGLIGENT ACTS OF INDUSTRIAL WASTE DISPOSAL COMPANY OR ITS AGENT. THIS PROVISION SHALL IN NO WAY INCREASE THE LIABILITY OF EITHER VERNAY LAB. INC. OR INDUSTRIAL WASTE DISPOSAL COMPANY UNDER THE WORKMEN'S COMPENSATION LAW OF THE STATE OF OHIO. A CERTIFICATE OF SAID INSURANCE SHALL BE ISSUED UPON REQUEST.

THE REQUIREMENTS OF VERNAY LAB. INC. ARE TO PROVIDE A FREE AND CLEAR AREA FOR THE INSTALLATION OF THE STATIONARY COMPACTOR EQUIPMENT, AND TO PROVIDE ADEQUATE ELECTRICAL POWER (220/440-3 PHASE) TO THE PACKER CONTROL PANEL. ANY CONCRETE WORK OR BUILDING MODIFICATION SHALL BE AT THE EXPENSE OF VERNAY LAB., INC. (SEE ATTACHMENT)

INDUSTRIAL WASTE DISPOSAL AGREES TO HAVE BACK UP EQUIPMENT AVAILABLE AT ALL TIMES. IF THERE SHOULD BE A MACHINE OR POWER FAILURE, INDUSTRIAL WASTE DISPOSAL COMPANY AGREES TO IMMEDIATELY HAVE OTHER SUITABLE EQUIPMENT ON THE JOB FOR TEMPORARY REMOVAL OF RUBBISH.

SHOULD YOU DESIRE ANY ADDITIONAL INFORMATION IN REGARD TO ANY PHASE OF THIS PROPOSAL, OR IF YOU HAVE ANY FURTHER QUESTIONS ON THE STATIONARY COMPACTOR SYSTEM, PLEASE FEEL FREE TO CONTACT US AT ANY TIME.

OUTRIGHT SALE

THE FOLLOWING EQUIPMENT IS PROPOSED TO HANDLE THE TRASH REMOVAL  
FOR VERNAY LAB., INC.

A. FOR HAND LOADING:

|   |               |
|---|---------------|
| STATIONARY COMPACTOR MODEL TP-22          | \$ 5,950.00   |
| STANDARD HOPPER                           | 350.00        |
| DOCK RAMP                                 | 400.00        |
| INSTALLATION                              | <u>200.00</u> |
| TOTAL FOR HAND LOADING                    | \$ 6,900.00   |
| RENTAL OF 42 CU. YD. COMPACTION CONTAINER | 125.00/MONTH  |

F.O.B. LOUISVILLE, KENTUCKY, PLUS APPLICABLE OHIO SALES TAX

SPECIFICATIONS

|                   |              |
|-------------------|--------------|
| HOPPER CAPACITY   | 2.5 CU. YDS. |
| EFFICIENCY RATING | 160 YDS./HR. |
| HORSEPOWER        | 10 HP        |
| COMPACTION FORCE  | 56,500 LBS.  |
| HYDRAULIC PUMP    | 106 PM       |
| CYCLE TIME        | 45 SEC.      |
| LENGTH OF MACHINE | 11'2"        |

WE WILL HAUL ALL COMPACTED LOADS AT \$55.00 PER LOAD

LEASE PURCHASE

A COMPLETE THREE (3) YEAR AGREEMENT, WHEREBY, INDUSTRIAL WASTE DISPOSAL COMPANY, INC. WOULD LEASE TO VERNAY LAB., INC ONE (1) MODEL TP-22 STATIONARY COMPACTOR, ONE (1) HOPPER AND, ONE(1) DOCK RAMP FOR A FIXED MONTHLY RATE. AT THE END OF THE THIRTY-SIX MONTH PERIOD, WE OFFER VERNAY LAB., INC. THE OPTION TO PURCHASE THE EQUIPMENT LISTED FOR (TEN) 10% OF THE ORIGINAL OUTRIGHT PURCHASE SALE PRICE. THE MAINTENANCE, FREIGHT, PERSONAL PROPERTY TAX AND INSTALLATION ACCRUED BY INDUSTRIAL WASTE DISPOSAL DURING THE PERIOD OF THE LEASE CONTRACT SHALL BE ADDED TO THE PURCHASE PRICE. IF VERNAY LAB., INC. DESIRES TO RENEW THE LEASE, IN LIEU OF PURCHASE, I.W.D. WILL RENEW THE LEASE FOR (FIFTY) 50% OF THE ORIGINAL MONTHLY LEASE PAYMENT.

|  |                     |
|--|---------------------|
| STATIONARY COMPACTOR, HOPPER, DOCK RAMP, | \$ 285.00 PER MONTH |
| 42 CU. YD. COMPACTION CONTAINER (RENTAL) | \$ 125.00 PER MONTH |
| ALL COMPACTED LOADS HAULED AT            | \$ 55.00 PER LOAD   |

*\$ 10,260 per 3 years  
3,420 per year*

PRE-LEASED TR-22 COMPACTOR

OUTRIGHT-PURCHASE

WE HAVE AVAILABLE A USED COMPACTOR THAT IS THE SAME SIZE AND SPECIFICATIONS AS THE NEW ONE PREVIOUSLY OUTLINED.

YOU MAY PURCHASE THIS COMPACTOR -- AS FOLLOWS.

|                      |                   |
|----------------------|-------------------|
| COMPACTOR - COMPLETE | \$3,500.00        |
| INSTALLATION         | 200.00            |
| TOTAL PURCHASE PRICE | <u>\$3,700.00</u> |

IN PLANT CONTAINERS WOULD BE REQUIRED, AND WE RECOMMEND 1 (ONE) CUBIC YARD, FIBER GLASS, THAT ARE COUNTERBALANCED FOR EASY DUMPING. (SEE ATTACHED SHEET)

|                |                |
|----------------|----------------|
| PURCHASE PRICE | \$ 160.00 EACH |
|----------------|----------------|

ON THIS COMPACTOR PURCHASE WE WOULD GIVE A COMPLETE GUARANTEE FOR 90 DAYS; THEREAFTER WE WOULD MAINTAIN YOUR COMPACTOR FOR OUR ACTUAL COST OF PARTS AND LABOR; AS LONG AS WE WERE DOING THE HAULING.

|  |                    |
|--|--------------------|
| RENTAL OF 42 YARD COMPACTION CONTAINER | \$125.00 PER MONTH |
| HAULING AND DUMPING                    | 55.00 PER LOAD     |

Building Mod. \$/ 2,500.00  
10 CARTS \$/ 1,600.00

PRE-LEASED TP-22 COMPACTOR

LEASE-PURCHASE

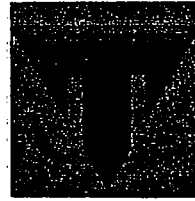
YOUR COMPANY MAY LEASE THIS USED COMPACTOR FOR A 3 (THREE) YEAR PERIOD. DURING THIS LEASE I.W.D. WILL FULLY MAINTAIN THE COMPACTOR. AT THE END OF THE 3 (THREE) YEAR PERIOD YOU HAVE THE OPTIONS OF:

1. PURCHASE THE COMPACTOR FOR \$700.00 OR
2. RENEW THE LEASE ANNUALLY FOR 60% OF THE ORIGINAL MONTHLY LEASE.

|                                      |                    |
|--------------------------------------|--------------------|
| STATIONARY COMPACTOR, HOPPER         | \$165.00 PER MONTH |
| 42 YD. COMPACTION CONTAINER (RENTAL) | 125.00 PER MONTH   |
| HAULING AND DUMPING                  | 55.00 PER LOAD     |

*\$1,980.00 per year*  
*\$5,940.00 per 3 yrs.*

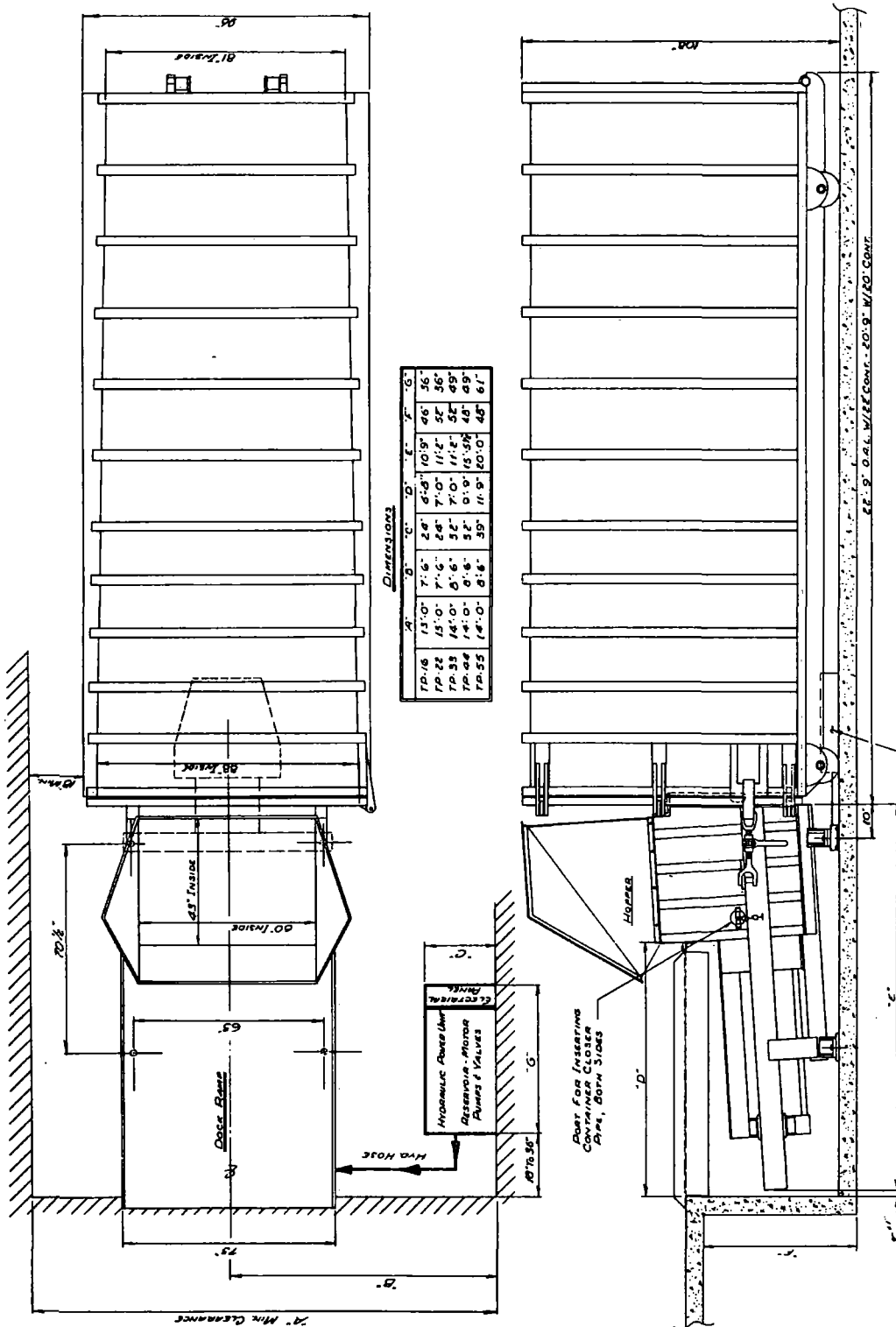
# CLEARANCES FOR TP-16 THRU TP-55



**TRI-PAK**

P. O. BOX 21-070

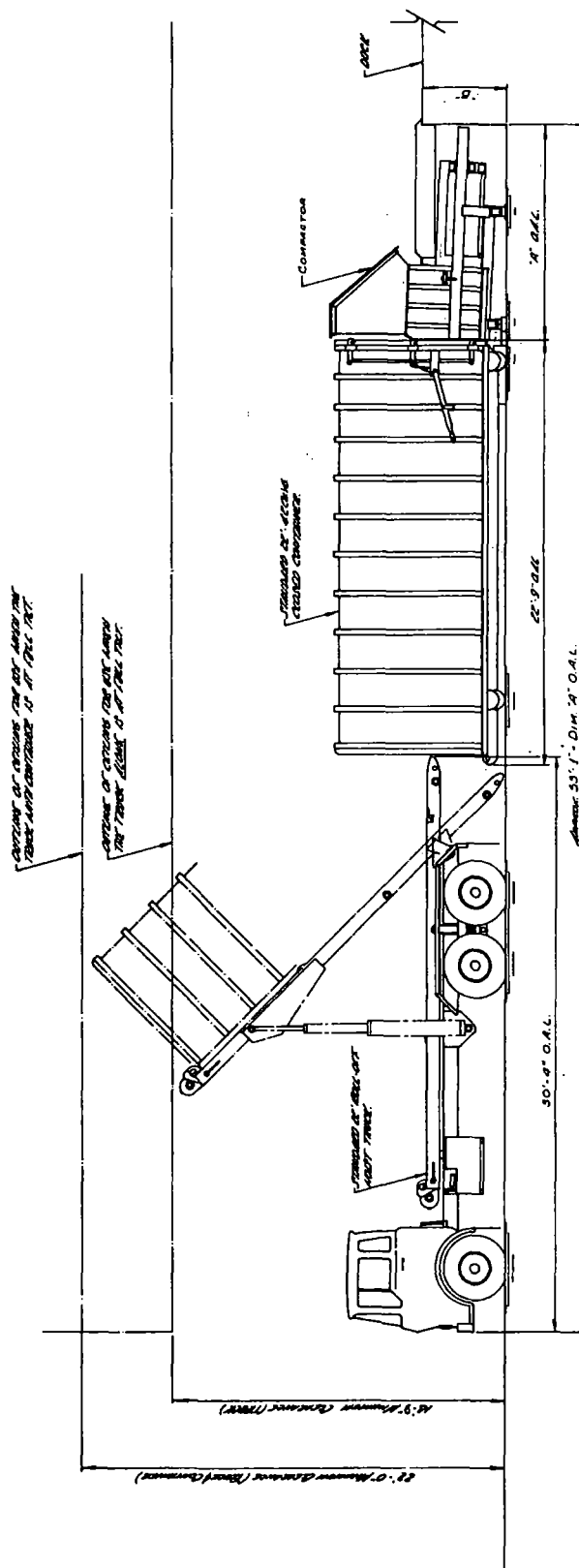
LOUISVILLE, KENTUCKY 40221





**P. O. BOX 21-070**

LOUISVILLE, KENTUCKY 40221

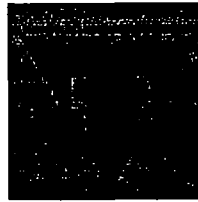


RAY DAVIS

Day 10th

278-9167

| Component     | A°     | B°  |
|---------------|--------|-----|
| TP-16         | 10.9°  | 44° |
| TP-22 & TP-33 | 11.5°  | 32° |
| TP-44         | 13.38° | 48° |
| TP-55         | 20.0°  | 48° |
| TP-66         | 24.1°  | 54° |



**TRI-PAK**

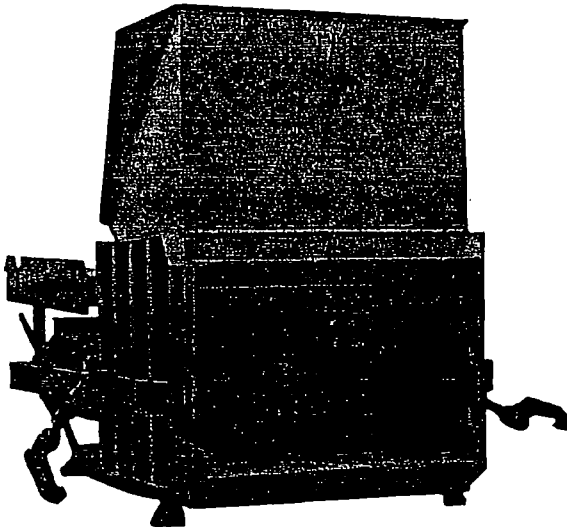
P.O. BOX 21-100

LOUISVILLE, KENTUCKY 40221

# COMPACTOR

**MODEL TP-22**

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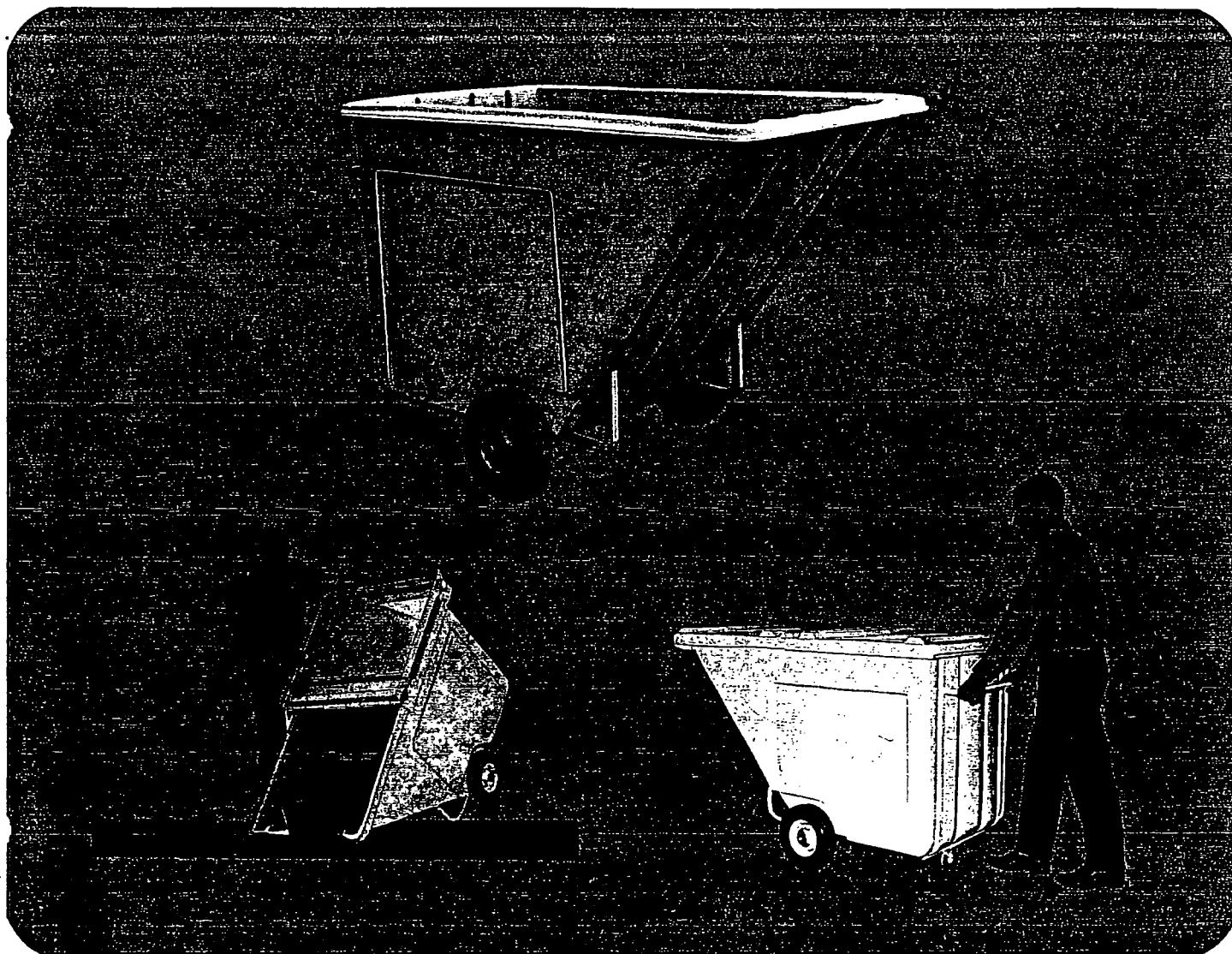
The TP-22 Compactor is the heart of a TRI-PAK refuse removal system that is ideal for industrial use. The unit may be installed in a minimum of space at a dock or in an open yard.

The TP-22 Compactor features automatic push-button controls, rugged construction, standardized hydraulic and electrical components, and continuous feed operation. Optional manual controls may be substituted for the automatic controls if desired. The hydraulic power pack and controls are designed to facilitate easy maintenance, inspection, and repair of hydraulic and electrical components.

There is no need to segregate the refuse fed into the compactor. Materials to be disposed are pushed into a TRI-PAK container by action of the compactor ram and reduced to a fraction of their original volume by a compaction force of 50,000 lbs. This force is developed by 1750 psi hydraulic pressure being applied to a 6-inch bore hydraulic cylinder. To help seal off the compacted loads, the machine is switched to manual cycling which allows the pressure to be increased to 2000 psi and the compaction force to be increased to 56,500 lbs. During normal cycling, an indicator light shows when the container is full.

An odor suppression device is available for installation on the compactor. This device sprays a disinfectant and deodorant into the container during each compactor cycle.

The TP-22 Compactor can be used with 15 to 42-cubic yard roll-off containers, 8 to 12-cubic yard front-end-loader containers, or 10 to 22-cubic yard lugger containers.



## **FUSION Tilt Truck**

The Utility Container and Transporter that won't rust, break or dent . . . holds up to a cubic yard of anything.

Fusion TILT TRUCKS perform the dual function of container and carrier. Available in 1/2 or one cubic yard capacities. High impact strength is built in because TILT TRUCKS are molded from tough, seamless, chemically-strengthened plastic, reinforced with square tubular steel outside framing. Semi-steel wheels and molded rubber tires glide the TILT TRUCK easily thru standard-size door openings. Dynamically balanced and lightweight for easy tilt-touch loading and discharge. Optional hinged lids lock in place or open handily at either end. Easy to clean with chemical solvents or steam. No seams or crevices to trap dirt or germs. Meets requirements established by FDA for food handling.

| Part No. | Color | Max. Load | Cubic Capacity | L   | H   | W   | Wheel Size | Weight   | Lid No. | Lid Color | Lid Weight |
|----------|-------|-----------|----------------|-----|-----|-----|------------|----------|---------|-----------|------------|
| 1015     | Gray  | 1000 lbs. | 27 cu. ft.     | 65" | 42" | 35" | 12"        | 156 lbs. | 1017    | Gray      | 14 lbs.    |
| 1016     | Gray  | 1800 lbs. | 27 cu. ft.     | 65" | 42" | 35" | 12"        | 168 lbs. | 1017    | Gray      | 14 lbs.    |
| 1010     | Gray  | 800 lbs.  | 13.5 cu. ft.   | 55" | 36" | 27" | 10"        | 130 lbs. | 1011    | Gray      | 8 lbs.     |

GENERAL OFFICES:  
STATESVILLE, N. C. 28677  
and SALINAS, CALIF.,  
WINTER HAVEN, FLA.,  
W. CHICAGO, ILL.



DISTRIBUTED BY

**R. J. Maynard**

P. O. Box 247

2244 Eddy Way  
Wooster, Ohio 44691

# THE TRAVELERS

## Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the party designated below for whom this certificate is issued.

|                                |   |
|--------------------------------|---|
| 1. Name and address of insured | 2. Name and address of insured<br><br><b>INDUSTRIAL WASTE DISPOSAL CO., INC.</b><br><b>P. O. BOX 1453</b><br><b>3975 WAGONER FORD ROAD</b><br><b>DAYTON, OHIO 45414</b> |
|--------------------------------|---|

to which this certificate applies

**[REDACTED], 3130 EAST MAIN STREET, SPRINGFIELD, OHIO**

| 4. Coverages For Which Insurance is Afforded  | Limits of Liability   | Policy Number   | Policy Period** |
|---|---|-----------------|-----------------|
| Workmen's Compensation and Employers' Liability in the state named in item 3 hereof | Compensation—Statutory  |                 |                 |
| Bodily Injury Liability—except automobile   | \$ 100 ,000 each person<br>\$ 300 ,000 each occurrence<br>\$ 300 ,000 aggregate†<br>†Completed Operations and Products only |                 |                 |
| including Protective  |   |                 |                 |
| Property Damage Liability—except automobile   | \$ 100 ,000 each occurrence<br>\$ 100 ,000 aggregate  | T-NSL 949080-71 | 7-1-71/72       |
| including Protective  |   |                 |                 |
| Bodily Injury Liability—automobile  | \$ 100 ,000 each person<br>\$ ,000 each accident<br>\$ 300 ,000 each occurrence   |                 |                 |
| Property Damage Liability—automobile  | \$ ,000 each accident<br>\$ 50 ,000 each occurrence   | T-NSL 949080-71 | 7-1-71/72       |
| Liability (Bodily Injury and Property Damage)                                       | \$ ,000 each occurrence<br>\$ ,000 aggregate  |                 |                 |
| Catastrophe or Excess   | \$2,000 ,000 each occurrence<br>\$2,000 ,000 each aggregate<br>\$ 25 ,000 deductible amt.                                   | T-CUP 949082-71 | 7-1-71/72       |

\*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.

\*\*Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:

ALL OPERATIONS  
 ALL OWNED, HIRED AND NON-OWNED AUTOMOBILES  
 BLANKET CONTRACTUAL LIABILITY INCLUDED

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

THE TRAVELERS INSURANCE COMPANY  
 THE TRAVELERS INDEMNITY COMPANY  
 THE CHARTER OAK FIRE INSURANCE COMPANY

Produced by **BRUNER DANIEL C AND ASSY**  
 Office **DAYTON OHIO** Date **June 28th, 1971**

By *[Signature]*  
 Authorized Representative

This Agreement made at \_\_\_\_\_, Ohio, this 2 day of SEPT  
by and between INDUSTRIAL WASTE DISPOSAL CO., INC., hereinafter called  
the "Lessor", and VERNAY LABORATORIES, INC.  
hereinafter called the "Lessee".

The Lessor for and in consideration of the mutually agreed terms  
herein contained agrees to lease to the Lessee the following equipment  
and or provide the following services.

EQUIPMENT

Lessor will lease to Lessee the following described equipment:

- 1 - 42 Cubic Yard Container
- \_\_\_\_\_
- \_\_\_\_\_

Lessee will pay Lessor therefore a rental of \$ 85.00 per month  
for said equipment.

SERVICES

Lessor agrees to haul (or empty) the loaded containers by and or at  
an appropriate dumping place for a total fee of \$ 80.00 per load.

Lessee will return container at the termination of the lease period,  
in as good condition as it now is, or may be placed by Lessor, reasonable  
wear and tear excepted.

The terms of this lease will be for a period of 2 years. Commencing  
on the 1st day of September, 1976. Expiring on the 30th day of May, 1978

Executed at \_\_\_\_\_, Ohio on 2 day of SEPT, 76.

Executed in the Presence of:

John P. Buge  
\_\_\_\_\_

INDUSTRIAL WASTE DISPOSAL CO., INC.

By Joe Brande Lessor

VERNAY LABORATORIES, INC.

By SW Stephens Lessee



INDUSTRIAL WASTE DISPOSAL CO., INC.

3112 SNYDER-DOMER ROAD • SPRINGFIELD, OHIO 45502

PHONE 513 969-8344

March 3, 1980

Vernay Laboratories, Inc.  
116 East South College Street  
Yellow Springs, Ohio 45387

Dear Customer:

During the past year, I.W.D. has incurred several operating cost increases, especially in landfill charges. Effective March 1, 1980, the cost of your roll-off services is as follows:

|                          |                 |
|--------------------------|-----------------|
| Monthly Container Rental | <u>\$ 85.00</u> |
| Hauling per Load         | <u>85.00</u>    |
| Disposal per Load        | <u>60.00</u>    |
| Total Cost per Load      | <u>\$145.00</u> |

If you have any questions regarding your service, please feel free to call me.

Sincerely,

  
JOE MENDA  
GENERAL MANAGER

JM/cw

LEASE AND OR HAULING CONTRACT

This Agreement made at \_\_\_\_\_, Ohio, this \_\_\_\_ day of \_\_\_\_\_, by and between INDUSTRIAL WASTE DISPOSAL CO., INC., hereinafter called the "Lessor", and VERNAY LABORATORIES, INC. hereinafter called the "Lessee".

The Lessor for and in consideration of the mutually agreed terms herein contained agrees to lease to the Lessee the following equipment and or provide the following services.

EQUIPMENT

Lessor will lease to Lessee the following described equipment:

1 - 42 Cubic Yard Container

Lessee will pay Lessor therefore a rental of \$ 85.00 per month for said equipment.

SERVICES

Lessor agrees to haul (or empty) the loaded containers by and or at an appropriate dumping place for a total fee of \$ 90.00 per load.

Lessee will return container at the termination of the lease period, in as good condition as it now is, or may be placed by Lessor, reasonable wear and tear excepted.

The terms of this lease will be for a period of 2 years. Commencing on the 1st day of June, 1978. Expiring on the 31st day of May, 1980.

Executed at \_\_\_\_\_, Ohio on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Executed in the Presence of:

John P. George

INDUSTRIAL WASTE DISPOSAL CO., INC.

By Joe Manda Lessor

VERNAY LABORATORIES, INC.

By Wm Belkovich Lessee



## INDUSTRIAL WASTE DISPOSAL CO., INC.

ORIGINAL INVOICE

P.O. BOX 1453 (3975 WAGONER FORD RD.)

JUL 6 - 1971

DAYTON, OHIO 45414

PHONE:  
278-9167INVOICE NUMBER  
047011

ACCOUNT NO. 937210448 INVOICE DATE 06/30/71

BILL TO VERNAY LABORATORIES, INC.  
116 EAST SOUTH COLLEGE ST.  
YELLOW SPRINGS OHIO 45387

|  |   |
|--|---|
| TERMS: NET 10 DAYS AFTER<br>RECEIPT OF INVOICE                             | 1% PER MONTH CHARGE<br>ON PAST DUE BALANCES |
| TO INSURE PROPER CREDIT RETURN THIS<br>UPPER PORTION WITH YOUR REMITTANCE. |   |

| SERVICE LOCATION                   | P.O. NO. | REF. NO. | INVOICE NO. | DATE     |
|------------------------------------|----------|----------|-------------|----------|
| VERNAY LAB - DAYTON AVE<br>PLANT 3 |          |          | 047011      | 06/30/71 |

| DESCRIPTION  | AMOUNT |
|--|--------|
| DUMPMaster SERVICE FOR MONTH OF JUNE -PARTIAL MONTH CHARGE | 89.00  |
| 7 PICKUP(S) = 02 CU. YD. ON 06/01/71 AT 2:00 EA.           | 14.00  |
| 5 PICKUP(S) = 02 CU. YD. ON 06/02/71 AT 2:00 EA.           | 10.00  |
| 9 PICKUP(S) = 02 CU. YD. ON 06/03/71 AT 2:00 EA.           | 18.00  |
| 5 PICKUP(S) = 02 CU. YD. ON 06/04/71 AT 2:00 EA.           | 10.00  |
| 7 PICKUP(S) = 02 CU. YD. ON 06/07/71 AT 2:00 EA.           | 14.00  |
| 7 PICKUP(S) = 02 CU. YD. ON 06/08/71 AT 2:00 EA.           | 14.00  |
| 7 PICKUP(S) = 02 CU. YD. ON 06/09/71 AT 2:00 EA.           | 14.00  |
| 7 PICKUP(S) = 02 CU. YD. ON 06/10/71 AT 2:00 EA.           | 14.00  |
| 10 PICKUP(S) = 02 CU. YD. ON 06/11/71 AT 2:00 EA.          | 20.00  |
| 4 PICKUP(S) = 02 CU. YD. ON 06/14/71 AT 2:00 EA.           | 8.00   |
| 4 PICKUP(S) = 02 CU. YD. ON 06/15/71 AT 2:00 EA.           | 8.00   |
| 7 PICKUP(S) = 02 CU. YD. ON 06/16/71 AT 2:00 EA.           | 14.00  |
| 7 PICKUP(S) = 02 CU. YD. ON 06/17/71 AT 2:00 EA.           | 14.00  |
| 5 PICKUP(S) = 02 CU. YD. ON 06/18/71 AT 2:00 EA.           | 10.00  |
| 3 PICKUP(S) = 02 CU. YD. ON 06/21/71 AT 2:00 EA.           | 6.00   |
| 8 PICKUP(S) = 02 CU. YD. ON 06/22/71 AT 2:00 EA.           | 16.00  |
| 4 PICKUP(S) = 02 CU. YD. ON 06/23/71 AT 2:00 EA.           | 8.00   |
| 4 PICKUP(S) = 02 CU. YD. ON 06/24/71 AT 2:00 EA.           | 8.00   |
| 8 PICKUP(S) = 02 CU. YD. ON 06/25/71 AT 2:00 EA.           | 16.00  |
| 6 PICKUP(S) = 02 CU. YD. ON 06/28/71 AT 2:00 EA.           | 12.00  |
| 6 PICKUP(S) = 02 CU. YD. ON 06/29/71 AT 2:00 EA.           | 12.00  |
| 6 PICKUP(S) = 02 CU. YD. ON 06/30/71 AT 2:00 EA.           | 12.00  |

NOTE: 27-55 GALLON DRUMS: 05/26/71

135.00

4 PCT. OHIO SALES TAX ON RENTAL ITEMS

TOTAL INVOICE THIS MONTH

496.00 \*

272 cu. yds

68 cu. yds compacted

1.62 (42 yds container) @ \$55.00/42 yds = \$89.10

Rental 42 yd container = 125.00

\$ 214.10

**INDUSTRIAL WASTE DISPOSAL CO., INC.**

ORIGINAL INVOICE

P.O. BOX 1453 (3975 WAGONER FORD RD.) JUL 6 - 1971

DAYTON, OHIO 45414

PHONE:  
278-9167

INVOICE NUMBER.

047010

ACCOUNT NO.

937200447

INVOICE DATE

06/30/71

BILL  
TOVERNAY LABORATORIES, INC.  
116 EAST SOUTH COLLEGE ST.  
YELLOW SPRINGS OHIO 45387TERMS: NET 10 DAYS AFTER  
RECEIPT OF INVOICE1% PER MONTH CHARGE  
ON PAST DUE BALANCESTO INSURE PROPER CREDIT RETURN THIS  
UPPER PORTION WITH YOUR REMITTANCE.

| SERVICE LOCATION                                 | P.O. NO. | REF. NO. | INVOICE NO. | DATE     |
|--|----------|----------|-------------|----------|
| VERNAY LAB - COLLEGE ST<br>EAST SOUTH COLLEGE ST |          |          | 047010      | 06/30/71 |
| DESCRIPTION                                      |          |          | AMOUNT      |          |
| DUMPMaster SERVICE FOR MONTH OF JUNE             |          |          | 6.00        |          |
| 1 PICKUP(S) - 03 CU. YD. ON 06/02/71 AT          |          |          | 3.00 EA.    |          |
| 1 PICKUP(S) - 03 CU. YD. ON 06/04/71 AT          |          |          | 3.00 EA.    |          |
| 1 PICKUP(S) - 03 CU. YD. ON 06/07/71 AT          |          |          | 3.00 EA.    |          |
| 1 PICKUP(S) - 03 CU. YD. ON 06/09/71 AT          |          |          | 3.00 EA.    |          |
| 1 PICKUP(S) - 03 CU. YD. ON 06/11/71 AT          |          |          | 3.00 EA.    |          |
| 1 PICKUP(S) - 03 CU. YD. ON 06/16/71 AT          |          |          | 3.00 EA.    |          |
| 1 PICKUP(S) - 03 CU. YD. ON 06/18/71 AT          |          |          | 3.00 EA.    |          |
| 1 PICKUP(S) - 03 CU. YD. ON 06/21/71 AT          |          |          | 3.00 EA.    |          |
| 1 PICKUP(S) - 03 CU. YD. ON 06/23/71 AT          |          |          | 3.00 EA.    |          |
| 1 PICKUP(S) - 03 CU. YD. ON 06/25/71 AT          |          |          | 3.00 EA.    |          |
| 1 PICKUP(S) - 03 CU. YD. ON 06/28/71 AT          |          |          | 3.00 EA.    |          |
| 1 PICKUP(S) - 03 CU. YD. ON 06/30/71 AT          |          |          | 3.00 EA.    |          |
| 4 PCT. OHIO SALES TAX ON RENTAL ITEMS            |          |          |             |          |
| TOTAL INVOICE THIS MONTH                         |          |          | 42.00       |          |

LAB - DAYTON AVE

048417

07/31/71

3

## DESCRIPTION

## AMOUNT

## MASTER SERVICE FOR MONTH OF JULY

|  |          |       |
|--|----------|-------|
| -5 PICKUP(S) = 02 CU. YD. ON 07/01/71 AT | 2.00 EA. | 98.00 |
| -8 PICKUP(S) = 02 CU. YD. ON 07/02/71 AT | 2.00 EA. | 10.00 |
| -6 PICKUP(S) = 02 CU. YD. ON 07/06/71 AT | 2.00 EA. | 16.00 |
| -3 PICKUP(S) = 02 CU. YD. ON 07/07/71 AT | 2.00 EA. | 12.00 |
| -6 PICKUP(S) = 02 CU. YD. ON 07/08/71 AT | 2.00 EA. | 6.00  |
| -8 PICKUP(S) = 02 CU. YD. ON 07/09/71 AT | 2.00 EA. | 12.00 |
| -2 PICKUP(S) = 02 CU. YD. ON 07/12/71 AT | 2.00 EA. | 16.00 |
| -7 PICKUP(S) = 02 CU. YD. ON 07/13/71 AT | 2.00 EA. | 4.00  |
| -5 PICKUP(S) = 02 CU. YD. ON 07/14/71 AT | 2.00 EA. | 14.00 |
| -6 PICKUP(S) = 02 CU. YD. ON 07/15/71 AT | 2.00 EA. | 10.00 |
| -5 PICKUP(S) = 02 CU. YD. ON 07/16/71 AT | 2.00 EA. | 12.00 |
| -5 PICKUP(S) = 02 CU. YD. ON 07/19/71 AT | 2.00 EA. | 10.00 |
| -5 PICKUP(S) = 02 CU. YD. ON 07/20/71 AT | 2.00 EA. | 10.00 |
| -4 PICKUP(S) = 02 CU. YD. ON 07/21/71 AT | 2.00 EA. | 10.00 |
| -6 PICKUP(S) = 02 CU. YD. ON 07/22/71 AT | 2.00 EA. | 8.00  |
| -6 PICKUP(S) = 02 CU. YD. ON 07/23/71 AT | 2.00 EA. | 12.00 |
| -5 PICKUP(S) = 02 CU. YD. ON 07/26/71 AT | 2.00 EA. | 12.00 |
| -5 PICKUP(S) = 02 CU. YD. ON 07/27/71 AT | 2.00 EA. | 10.00 |
| -6 PICKUP(S) = 02 CU. YD. ON 07/28/71 AT | 2.00 EA. | 10.00 |
| -5 PICKUP(S) = 02 CU. YD. ON 07/29/71 AT | 2.00 EA. | 12.00 |
| -8 PICKUP(S) = 02 CU. YD. ON 07/30/71 AT | 2.00 EA. | 10.00 |
|  |          | 16.00 |

4 PCT. OHIO SALES TAX ON RENTAL ITEMS

TOTAL INVOICE THIS MONTH

330.00 \*

232 cu. yds.

58 cu. yds. compacted

1.38 (42 yds container) @ \$55.00/42 yds = 75.90

Rental 42 yds container 125.00

\$ 200.90

SERVICE LOCATION

P.O. NO.

REF. NO.

INVOICE NO.

DATE

LAB - COLLEGE ST  
ST SOUTH COLLEGE ST

048416

07/31/71

DESCRIPTION

AMOUNT

## SEMPMASTER SERVICE FOR MONTH OF JULY

|   |          |      |
|---|----------|------|
| 1 PICKUP(S) - 03 CU. YD. ON 07/02/71 AT | 3.00 EA. | 6.00 |
| 1 PICKUP(S) - 03 CU. YD. ON 07/07/71 AT | 3.00 EA. | 3.00 |
| 1 PICKUP(S) - 03 CU. YD. ON 07/09/71 AT | 3.00 EA. | 3.00 |
| 1 PICKUP(S) - 03 CU. YD. ON 07/12/71 AT | 3.00 EA. | 3.00 |
| 1 PICKUP(S) - 03 CU. YD. ON 07/14/71 AT | 3.00 EA. | 3.00 |
| 1 PICKUP(S) - 03 CU. YD. ON 07/16/71 AT | 3.00 EA. | 3.00 |
| 1 PICKUP(S) - 03 CU. YD. ON 07/19/71 AT | 3.00 EA. | 3.00 |
| 1 PICKUP(S) - 03 CU. YD. ON 07/21/71 AT | 3.00 EA. | 3.00 |
| 1 PICKUP(S) - 03 CU. YD. ON 07/23/71 AT | 3.00 EA. | 3.00 |
| 1 PICKUP(S) - 03 CU. YD. ON 07/28/71 AT | 3.00 EA. | 3.00 |
| 1 PICKUP(S) - 03 CU. YD. ON 07/30/71 AT | 3.00 EA. | 3.00 |

4 PCT. OHIO SALES TAX ON RENTAL ITEMS

TOTAL INVOICE THIS MONTH

39.00

OK  
WLB

AP 110 12-69

INDUSTRIAL WASTE DISPOSAL CO., P.O. BOX 1453, DAYTON, OHIO 45414

278-9167

DAYTON, OHIO 45414

NOT NEGOTIABLE

AP 110 12-69

INDUSTRIAL WASTE DISPOSAL CO., P.O. BOX 1453, DAYTON, OHIO 45414

278-9167



## INDUSTRIAL WASTE DISPOSAL CO., INC.

ORIGINAL INVOICE

P.O. BOX 1453 (3975 WAGONER FORD RD.)

DAYTON, OHIO 45414

PHONE:  
278-9167INVOICE NUMBER  
049846ACCOUNT NO.  
937210448INVOICE DATE  
08/31/71BILL TO  
VERNAY LABORATORIES, INC.  
116 EAST SOUTH COLLEGE ST.  
YELLOW SPRINGS OHIO 45387TERMS: NET 10 DAYS AFTER  
RECEIPT OF INVOICE 1% PER MONTH CHARGE  
ON PAST DUE BALANCESTO INSURE PROPER CREDIT RETURN THIS  
UPPER PORTION WITH YOUR REMITTANCE.

| SERVICE LOCATION                        | P.O. NO. | REF. NO. | INVOICE NO. | DATE     |
|---|----------|----------|-------------|----------|
| VERNAY LAB - DAYTON AVE<br>PLANT 3      |          |          | 049846      | 08/31/71 |
| DESCRIPTION                             |          |          |             | AMOUNT   |
| DUMPMaster SERVICE FOR MONTH OF AUGUST  |          |          |             | 98.00    |
| 7 PICKUP(S) = 02 CU. YD. ON 08/02/71 AT | 2.00     | EA.      |             | 14.00    |
| 4 PICKUP(S) = 02 CU. YD. ON 08/03/71 AT | 2.00     | EA.      |             | 8.00     |
| 6 PICKUP(S) = 02 CU. YD. ON 08/04/71 AT | 2.00     | EA.      |             | 12.00    |
| 5 PICKUP(S) = 02 CU. YD. ON 08/05/71 AT | 2.00     | EA.      |             | 10.00    |
| 5 PICKUP(S) = 02 CU. YD. ON 08/06/71 AT | 2.00     | EA.      |             | 10.00    |
| 5 PICKUP(S) = 02 CU. YD. ON 08/09/71 AT | 2.00     | EA.      |             | 10.00    |
| 5 PICKUP(S) = 02 CU. YD. ON 08/10/71 AT | 2.00     | EA.      |             | 10.00    |
| 3 PICKUP(S) = 02 CU. YD. ON 08/11/71 AT | 2.00     | EA.      |             | 6.00     |
| 8 PICKUP(S) = 02 CU. YD. ON 08/12/71 AT | 2.00     | EA.      |             | 16.00    |
| 2 PICKUP(S) = 02 CU. YD. ON 08/13/71 AT | 2.00     | EA.      |             | 4.00     |
| 8 PICKUP(S) = 02 CU. YD. ON 08/16/71 AT | 2.00     | EA.      |             | 16.00    |
| 4 PICKUP(S) = 02 CU. YD. ON 08/17/71 AT | 2.00     | EA.      |             | 8.00     |
| 6 PICKUP(S) = 02 CU. YD. ON 08/18/71 AT | 2.00     | EA.      |             | 12.00    |
| 6 PICKUP(S) = 02 CU. YD. ON 08/19/71 AT | 2.00     | EA.      |             | 12.00    |
| 7 PICKUP(S) = 02 CU. YD. ON 08/20/71 AT | 2.00     | EA.      |             | 14.00    |
| 5 PICKUP(S) = 02 CU. YD. ON 08/23/71 AT | 2.00     | EA.      |             | 10.00    |
| 4 PICKUP(S) = 02 CU. YD. ON 08/24/71 AT | 2.00     | EA.      |             | 8.00     |
| 5 PICKUP(S) = 02 CU. YD. ON 08/25/71 AT | 2.00     | EA.      |             | 10.00    |
| 9 PICKUP(S) = 02 CU. YD. ON 08/26/71 AT | 2.00     | EA.      |             | 18.00    |
| 4 PICKUP(S) = 02 CU. YD. ON 08/27/71 AT | 2.00     | EA.      |             | 8.00     |
| 6 PICKUP(S) = 02 CU. YD. ON 08/28/71 AT | 2.00     | EA.      |             | 12.00    |
| 5 PICKUP(S) = 02 CU. YD. ON 08/30/71 AT | 2.00     | EA.      |             | 10.00    |
| 6 PICKUP(S) = 02 CU. YD. ON 08/31/71 AT | 2.00     | EA.      |             | 12.00    |

125

| DESCRIPTION  | AMOUNT            |
|--|-------------------|
| TOTAL INVOICE THIS MONTH                                     | 348.00 *          |
| 250 cu. yds.   |                   |
| 62.5 cu. yds. compacted                                      |                   |
| 1.48 (48 yd. container) @ \$55.00/42 yds. = <del>68.75</del> | 81.40             |
| Rental (42 cu. yd.) = 125.00                                 |                   |
|  | <del>793.75</del> |
|  | 206.40            |

**INDUSTRIAL WASTE DISPOSAL CO., INC.**

ORIGINAL INVOICE

P.O. BOX 1453 (3975 WAGONER FORD RD.)

DAYTON, OHIO 45414

PHONE:  
278-9167

INVOICE NUMBER.

049845

BILL  
TOVERNAY LABORATORIES, INC.  
116 EAST SOUTH COLLEGE ST.  
YELLOW SPRINGS OHIO 45387ACCOUNT NO.  
937200447INVOICE DATE  
08/31/71TERMS: NET 10 DAYS AFTER  
RECEIPT OF INVOICE1% PER MONTH CHARGE  
ON PAST DUE BALANCETO INSURE PROPER CREDIT RETURN THIS  
UPPER PORTION WITH YOUR REMITTANCE.

| SERVICE LOCATION                                 | P.O. NO. | REF. NO. | INVOICE NO. | DATE     |
|--|----------|----------|-------------|----------|
| VERNAY LAB - COLLEGE ST<br>EAST SOUTH COLLEGE ST |          |          | 049845      | 08/31/71 |

| DESCRIPTION                             | AMOUNT   |
|---|----------|
| DUMPMaster SERVICE FOR MONTH OF AUGUST  | 6.00     |
| 1 PICKUP(S) = 03 CU. YD. ON 08/02/71 AT | 3.00 EA. |
| 1 PICKUP(S) = 03 CU. YD. ON 08/04/71 AT | 3.00 EA. |
| 1 PICKUP(S) = 03 CU. YD. ON 08/06/71 AT | 3.00 EA. |
| 1 PICKUP(S) = 03 CU. YD. ON 08/09/71 AT | 3.00 EA. |
| 1 PICKUP(S) = 03 CU. YD. ON 08/11/71 AT | 3.00 EA. |
| 1 PICKUP(S) = 03 CU. YD. ON 08/13/71 AT | 3.00 EA. |
| 1 PICKUP(S) = 03 CU. YD. ON 08/16/71 AT | 3.00 EA. |
| 1 PICKUP(S) = 03 CU. YD. ON 08/18/71 AT | 3.00 EA. |
| 1 PICKUP(S) = 03 CU. YD. ON 08/20/71 AT | 3.00 EA. |
| 1 PICKUP(S) = 03 CU. YD. ON 08/23/71 AT | 3.00 EA. |
| 1 PICKUP(S) = 03 CU. YD. ON 08/25/71 AT | 3.00 EA. |
| 1 PICKUP(S) = 03 CU. YD. ON 08/27/71 AT | 3.00 EA. |
| 1 PICKUP(S) = 03 CU. YD. ON 08/30/71 AT | 3.00 EA. |
| TOTAL INVOICE THIS MONTH                | 45.00    |

Worksheet #3 of 23  
Completed by: William M. Bebko  
Title: Same as Worksheet #1  
Date: 6/30/93

**REQUEST #3 - If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Request or who may be able to provide additional responsive documents, identify such persons, and each request for which the person is identified.**

The only other people who could add to this information are deceased.

Mr. John Kakehashi and Mr. William Laming.

Worksheet #4 of 23  
Completed by: William M. Bebko  
Title: Same as Worksheet #1  
Date: 6/30/93

**REQUEST #4 - LIST THE EPA IDENTIFICATION NUMBERS OF VERNAY**

OHD 004243002

Worksheet #5 of 23

Completed by: William M. Bebko

Title: Same as Worksheet #1

Date: 6/30/93

**REQUEST #5 - IDENTIFY ANY PERSONS, OTHER THAN YOUR EMPLOYEES, CONTRACTORS, OR AGENTS, THAT MAY HAVE CAUSED THE RELEASE OR THREAT OF RELEASE OF HAZARDOUS SUBSTANCES, POLLUTANTS, OR CONTAMINANTS AT THE SITE. DESCRIBE THE ACTS OR OMISSIONS WHICH MAY HAVE CAUSED THE RELEASE OR THREAT OF RELEASE OF HAZARDOUS SUBSTANCES, POLLUTANTS, OR CONTAMINANTS AT THE SITE AND DAMAGES RESULTING THEREFROM.**

NONE KNOWN

Worksheet #6 of 23  
Completed by: William M. Bebko  
Title: Same as Worksheet #1  
Date: 6/30/93

REQUEST #6 - IDENTIFY EACH FACILITY THAT VERNAY OWNED OR OPERATED IN CLARK COUNTY, GREENE COUNTY, MIAMI COUNTY, OR MONTGOMERY COUNTY FROM JANUARY 1, 1959 TO DECEMBER 31, 1985. LIST THE NAME AND ADDRESS OF EACH FACILITY AND THE OPERATING STATUS OF EACH FACILITY (CURRENTLY OPERATING, CLOSED, ETC.) AND IDENTIFY THE CURRENT OWNER OR OPERATOR, IF NOT THE RESPONDENT.

Vernay Laboratories, Inc.  
P.O. Box 310  
120 East South College Street  
Yellow Springs, Ohio 45387

And

Vernay Laboratories, Inc.  
P.O. Box 310  
875 Dayton Street  
Yellow Springs, Ohio 45387

Both Addresses are operating.

Worksheet #7 of 23  
Completed by: William M. Bebko  
Title: Same as Worksheet #1  
Date: 6/30/93

**REQUEST #7 - IDENTIFY ALL PERSONS HAVING KNOWLEDGE OR INFORMATION ABOUT THE GENERATION, TRANSPORTATION, TREATMENT, DISPOSAL OR OTHER HANDLING OF HAZARDOUS SUBSTANCES BY YOU, YOUR CONTRACTORS, OR BY PRIOR OWNERS AND OR OPERATORS AT ANY OF THE FACILITIES IDENTIFIED IN RESPONSE TO REQUEST #6.**

The people who have intimate knowledge are listed on worksheet #1.

We have had almost 2,000 employees over the years. Any one of whom may have knowledge as you request.

Worksheet #8 of 23  
Completed by: William M. Bebko  
Title: Same as worksheet #1  
Date: 6/30/93

**REQUEST #8 - DID YOU EVER USE, PURCHASE, STORE, TREAT, DISPOSE, TRANSPORT OR OTHERWISE HANDLE ANY HAZARDOUS SUBSTANCES OR MATERIALS FROM JANUARY 1, 1959 TO DECEMBER 31, 1985? IF THE ANSWER TO THE PRECEDING QUESTION IS ANYTHING BUT AN UNQUALIFIED "NO", IDENTIFY:**

**Yes.**

- a) The chemical composition, characteristics, physical state of each hazardous substance:

The only records we have show:

|                     |         |        |
|---------------------|---------|--------|
| Perchloroethylene   | VOC     | Liquid |
| Sodium Hydroxide    | Caustic | Liquid |
| Methyl Ethyl Ketone | VOC     | Liquid |

- b) Who supplied Vernay with such hazardous substances:

There are no records of who supplied these chemicals during the time frame.

- c) How such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by yom

Perchloroethylene and Methyl Ethyl Ketone were used as solvents. There are no records of the disposal of these prior to 1981 when RCRA was instituted.

Sodium Hydroxide has always been given to the P.O.T.W. Since the EPA regs became effective, it has been neutralized under the permit by rule.

Worksheet #9 of 23  
Completed by: William M. Bebko  
Title: Same as Worksheet #1  
Date: 6/30/93

**REQUEST # 8 (CONT)**

- d) **When** such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by Vernay;

During the entire life of the Company.

- e) **Where** such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by Vernay.

At 875 Dayton Street, Yellow Springs, Ohio .

- f) The quantity of such hazardous substances used, purchased, generated, stored, treated, transported, disposed or otherwise handled by Vernay.

The only records are on the Hazardous Waste Manifests.

Worksheet #10 of 23

Completed by: William M. Bebko

Title: Same as on Worksheet #1

Date: 6/30/93

REQUEST #9 - DID YOU OR ANY OTHER PERSON WORKING WITH YOU OR ON YOUR BEHALF EVER ACCEPT WASTE MATERIALS FOR TRANSPORTATION TO THE SITE FROM ANY PERSON BETWEEN JANUARY 1, 1959 AND DECEMBER 31, 1985?

No.

Worksheet #11 of 23  
Completed by: William M. Bebko  
Title: Same as worksheet #1  
Date: 6/30/93

**REQUEST #10 - IDENTIFY ALL PERSONS, INCLUDING YOURSELF, WHO MAY HAVE ARRANGED FOR DISPOSAL OR TREATMENT OR ARRANGED FOR TRANSPORTATION FOR DISPOSAL OR TREATMENT OF WASTE MATERIALS, INCLUDING HAZARDOUS SUBSTANCES, AT THE SITE OR TO THE SITE BETWEEN JANUARY 1, 1959 AND DECEMBER 31, 1985.**

Name; William Laming **DECEASED**  
Present or last known business address \_\_\_\_\_  
Employers name: \_\_\_\_\_  
Description of last known employment position and job responsibilities \_\_\_\_\_  
Description of each employment position that person has held with Vernay including job responsibilities \_\_\_\_\_  
Dates of such positions and responsibilities \_\_\_\_\_

Name; John Kakehashi **DECEASED**  
Present or last known business address \_\_\_\_\_  
Employers name: \_\_\_\_\_  
Description of last known employment position and job responsibilities \_\_\_\_\_  
Description of each employment position that person has held with Vernay including job responsibilities \_\_\_\_\_  
Dates of such positions and responsibilities \_\_\_\_\_

Name; William M. Bebko  
Present or last known business address 875 Dayton Street  
Employers name: Vernay Laboratories, Inc.  
Description of last known employment position and job responsibilities Director, Corporate Safety and Environmental Services.  
Description of each employment position that person has held with Vernay including job responsibilities See worksheet #1  
Dates of such positions and responsibilities See Worksheet #1

**TO OUR KNOWLEDGE, NO MATERIALS FROM VERNAY HAVE BEEN DEPOSITED IN THIS SITE.**

Worksheet #12 of 23  
Completed by: William M. Bebko\_  
Title: Same as Worksheet #1\_  
Date: 6/30/93

**REQUEST #10 (CONT)**

- a) The persons with whom you or such other persons made such arrangements, including, but not limited to, SCA, SCA of Ohio, SCA of Dayton, SCA-Miami County, Container Services, IWD, Koogler-Suburban, Blaylock Trucking, Dempsy Delaney & Simpson, N & N Commercial Waste, Montgomery County and Miami County

There is no record or knowledge as to the site used by our refuse haulers during this time period.

For the record, our refuse was hauled by:

Village of Yellow Springs      Prior to 1971

IWD      1971 to 1982

Koogler-Suburban      1982 thru today

And various Companies as listed on Hazardous Waste Manifests.

- b) Every date on which such arrangements took place

See contracts enclosed.

- c) For each transaction, the nature of the waste material or hazardous substance, including the chemical content, characteristics, physical state (e.g. solid, liquid) and the process for which the substance was used or the process which generated the substance

ONLY NON-HAZARDOUS WASTE WAS HAULED BY THESE CONTRACTORS.

Worksheet #13 of 23  
Completed by: William M. Bebko  
Title: Same as Worksheet #1  
Date: 6/30/93

**REQUEST #10 (CONT)**

- d) The owner of the waste materials or hazardous substances so accepted or transported.

Vernay Laboratories, Inc.

- e) The quantity of the waste materials or hazardous substances involved (weight or volume) in each transaction and the total quantity for all transactions;

There is no documentation on file.

- f) All tests, analyses, and analytical results concerning the waste materials;

No tests, or analyses were done concerning the waste, except of those handled as Hazardous Waste per the Hazardous Waste Manifest system.

- g) The person(s) who selected the Site as the place to which the waste materials or hazardous substances were transported;

The contractor handled this decision.

Worksheet #14 of 23  
Completed by: William M Bebko  
Title: Same as Worksheet #1  
Date: 6/30/93

**REQUEST #10 (CONT)**

- h) The amount paid in connection with each transaction, the method of payment, and the identity of the person from whom payment was received.

There are no records of payments from this time period.

- i) Where the person identified in g., above, intended to have such hazardous substances or waste materials transported and all evidence of this intent.

There were no hazardous wastes handled by the contractors to our knowledge, record, nor intent. The refuse was handled through the contracts enclosed.

- j) Whether the waste materials or hazardous substances involved in each transaction were transshipped through, or were stored or held at, any intermediate site prior to final treatment or disposal;

UNKNOWN

Worksheet #15 of 23  
Completed by: William M. Bebko  
Title: Same as worksheet #1  
Date: 7/1/93

**REQUEST #10 (CONT)**

- k) What was actually done to the waste materials or hazardous substances once they were brought to the Site;

UNKNOWN

- l) The final disposition of each of the waste materials or hazardous substances involved in such transactions;

UNKNOWN

- m) The measures taken by you to determine the actual methods, means, and site of treatment or disposal of the waste material and hazardous substances involved in each transaction;

NONE

- n) The type and number of containers in which the waste materials or hazardous substances were contained when they were deposited at the Site, and all markings on such containers;

UNKNOWN

Worksheet #16 of 23  
Completed by: William M. Bebko  
Title: Same as Worksheet #1  
Date: 7/1/93

**REQUEST #10 (CONT)**

- o) The price paid for (i) transport or (ii) disposal or (iii) both, of each waste material and hazardous substance;

See contracts

- p) All documents containing information responsive to a) - o) above, or in lieu of identification of all relevant documents, provide copies of all such documents;

Information, other than the contracts, are based upon conversations with people who should be knowledgeable on the subject, and my memory.

- q) All persons with knowledge, information, or documents responsive to a) - o) above.

See list worksheet #1:

Worksheet #17 of 23  
Completed by: William M. Bebko  
Title: Same as Worksheet #1  
Date: 7/1/93

**REQUEST #11 - IDENTIFY ALL LIABILITY INSURANCE POLICIES HELD BY RESPONDENT FROM 1959 TO THE PRESENT. IN IDENTIFYING SUCH POLICIES, STATE THE NAME AND ADDRESS OF EACH INSURER AND OF THE INSURED, THE AMOUNT OF COVERAGE UNDER EACH POLICY, THE COMMENCEMENT AND EXPIRATION DATES FOR EACH POLICY, WHETHER OR NOT THE POLICY CONTAINS A "POLLUTION EXCLUSION" CLAUSE, AND WHETHER THE POLICY COVERS OR EXCLUDES SUDDEN, NONSUDDEN OR BOTH TYPES OF ACCIDENTS. IN LIEU OF PROVIDING THIS INFORMATION, YOU MAY SUBMIT COMPLETE COPIES OF ALL RELEVANT INSURANCE POLICIES.**

All policies in our possession carry the Pollution Exclusion.

Time did not permit procuring copies of earlier policies for examination.

Worksheet #18 of 23  
Completed by: William M. Bebko  
Title: Same as Worksheet #1  
Date: 7/1/93

**REQUEST #12 - PROVIDE COPIES OF ALL INCOME TAX RETURNS SENT TO THE  
FEDERAL INTERNAL REVENUE SERVICE IN THE LAST THREE YEARS. IF FILED  
SEPARATELY, PROVIDE COPIES OF ALL INCOME TAX RETURNS SENT TO THE  
FEDERAL INTERNAL REVENUE SERVICE BY FACILITIES IDENTIFIED IN  
RESPONSE TO 6. ABOVE, IN THE LAST THREE YEARS.**

Included

Only section 1120 are included. If copies of the entire document of over 100 pages each are required, we will supply them.